



Sean Rogan
Executive Director

COMMUNITY DEVELOPMENT COMMISSION
of the County of Los Angeles

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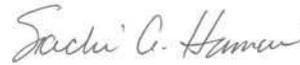
ADOPTED

Community Development Commission

December 14, 2010

#2-D December 14, 2010

The Honorable Board of Commissioners
Community Development Commission of the
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012


SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Commissioners:

**APPROVE CONSTRUCTION CONTRACT FOR THE 4TH AVENUE PARK IN UNINCORPORATED
LA PUENTE
(DISTRICT 1) (3 VOTES)**

SUBJECT

This letter recommends approval of a Construction Contract with C.S. Legacy Construction, Inc. for construction of a new five-acre park at 553 S. 4th Avenue in unincorporated La Puente.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Consider the attached Environmental Assessment/Mitigated Negative Declaration for the 4th Avenue Park project together with any comments received during the public review process, and find that the Environmental Assessment/Mitigated Negative Declaration reflects the independent judgment and analysis of the Board.
2. Adopt the mitigation monitoring and reporting program, finding that the mitigation monitoring and reporting plan is adequately designed to ensure compliance with the mitigation measures during project implementation, and find on the basis of the whole record before your Board that there is no substantial evidence that the project will have a significant effect on the environment.
3. Adopt the Environmental Assessment/Mitigated Negative Declaration prepared pursuant to the requirements of the California Environmental Quality Act for the construction of the park project at 553 S. 4th Avenue in unincorporated La Puente.
4. Approve the 4th Avenue Park project in unincorporated La Puente.

5. Approve and authorize the Executive Director or his designee to execute and if necessary, terminate a Construction Contract and all related documents with C.S. Legacy Construction Inc. for the project, using \$3,866,188 in First District Capital Project funds to be transferred to the Commission for this purpose.
6. Authorize the Executive Director or his designee to approve Contract change orders not to exceed \$773,237 for unforeseen project costs, using the same source of funds.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended actions will adopt the Environmental Assessment and Mitigated Negative Declaration (EA/MND) and authorize the Executive Director to execute a Construction Contract to construct a new park with a parking lot, picnic areas, restrooms, two universally accessible playgrounds, a skate park, walking paths, demonstration gardens and other park-related items.

FISCAL IMPACT/FINANCING

The Contract will be funded with \$3,866,188 in First District Capital Project funds to be transferred to the Commission for this purpose via a related action on the December 14, 2010 agenda. Upon approval of the transfer, these funds will be included in the Commission's Fiscal Year 2010-2011 approved budget.

A 20% contingency, in the amount of \$773,237, is being set aside for unforeseen project costs, using the same source of funds. The contingency amount has been increased from the standard 10% to address potential problems that may result from grading the sloping site and performing much subsurface work.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

In September 2005, the First Supervisorial District requested that the Commission provide construction and project management services for the development of a Park on Commission owned property located in the Avocado Heights neighborhood of unincorporated La Puente.

The Commission entered into a contract with Katherine Spitz and Associates, Landscape Architects on September 7, 2007, to master plan the five-acre site, and to design a smaller project with a universally accessible playground on a portion of the site. In April 2009, the Commission amended the Spitz contract to expand the design to cover the entire site.

The recommended construction contract award to C.S. Legacy Construction, Inc., the lowest responsive, responsible bidder is in accordance with the California Public Contract Code and your Board's directives.

Should the Contractor require additional or replacement personnel during the term of the Contract, the firm will give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program and General Relief Opportunity for Work (GROW) program who meet the minimum qualifications for the open positions. The Consultant will contact the County's GAIN/GROW Division for a list of participants by job category.

It is anticipated that the construction project will be completed within 326 calendar days following the Notice the required commencement date.

ENVIRONMENTAL DOCUMENTATION

Consistent with the provisions of the California Environmental Quality Act (CEQA) Guidelines, Article 14, Section 15221, notice was provided to the public that an Environmental Assessment would be used in place of an Initial Study to satisfy CEQA requirements. The Environmental Assessment/Mitigated Negative Declaration (EA/MND) was circulated for public review as required by state and local law, and the EA/MND, in conjunction with the Mitigation and Monitoring Plan, meets the requirements of CEQA.

Prior to the release of the EA/MND, revisions in the project were made or agreed to in the areas of hazards, archeological resources, solid waste recycling and water supply which would avoid the significant effects or mitigate the effects to a point where clearly no significant effects would occur. The EA/MND concludes that there is no substantial evidence in light of the whole record before the Commission that the project as revised may have a significant effect on the environment.

Public Notice was published in the Los Angeles Daily News on July 15, 2010, pursuant to Public Resources Code Section 21092.3. One comment was received from the Los Angeles County Department of Parks and Recreation indicating that the project will not affect facilities under their jurisdiction.

The documents and other materials related to this matter are located at the Los Angeles County Community Development Commission at 2 Coral Circle, in Monterey Park. The custodian of these documents and materials is Donald Dean, Environmental Officer for the Community Development Commission.

The project is not exempt from payment of a fee to the California Department of Fish and Game pursuant to Section 711.4 of the Fish and Game Code to defray the costs of fish and wildlife protection and management incurred by the California Department of Fish and Game. Upon your Board's adoption of the MND, the Commission will file a Notice of Determination in accordance with Section 21152(a) of the California Public Resources Code and pay the required filing and processing fees with the County Clerk in the amount of \$2,010.25.

CONTRACTING PROCESS

On October 5, 2010, the Commission initiated an outreach to identify a contractor to complete the 4th Avenue Park. Notices to Bidders were electronically mailed to 333 contractors identified from the Commission's vendor list. Advertisements also appeared in the Los Angeles Times and on the County website. Ninety-eight individuals downloaded the solicitation package. The bid documents were also posted in the public online plan room for Universal Reprographics where they could be viewed. Four individuals purchased paper sets of the documents from Universal Reprographics.

On October 27, 2010, three bids were received and formally opened. The low bidder, Rancho Pacific Engineering, Inc. did not submit required documentation with its bid and did not meet the minimum mandatory requirements for the project. The second lowest bidder, C.S. Legacy Construction, Inc., was determined to be the lowest responsive and responsible and is being recommended for the

Contract award.

The Summary of Outreach Activities is provided as Attachment A.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of the Contract will allow for construction of the 4th Avenue Park. The improvements will add a parking lot, picnic areas, restrooms, two universally accessible playgrounds, a skate park, walking paths, demonstration gardens and other items.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Sean Rogan", followed by a horizontal line extending to the right.

SEAN ROGAN
Executive Director

SR:jb

Enclosures

ATTACHMENT A

Summary of Outreach Activities

On October 5, 2010, the following outreach was initiated to identify a contractor to complete the 4th Avenue Park located at 553 S. 4th Ave., La Puente, CA 91746.

A. Newspaper Advertising

Announcements appeared in the following newspaper:

1. LA TIMES (Friday and Saturday)

An announcement was also posted on the County website.

B. Distribution of Bid Packages

The Community Development Commission's vendor list was used to electronically mail out Invitations for Bids to 333 contractors. As a result of the outreach, 98 individuals downloaded the bid packages. In addition, the bid packages were posted at the Universal Reprographic online public plan room for viewing. Four companies purchased paper copies of the bid documents from Universal Reprographics.

C. Pre-Bid Conference and Site Walk

On October 12, 2010, a non-mandatory pre-bid conference and site walk was conducted. Six firms were in attendance.

D. Bid Results

On October 27, 2010, a total of 3 bids were received and publicly opened. The bid result was as follows:

<u>Company</u>	<u>Base Bid Amount</u>	<u>Alternates</u>
Rancho Pacific Engineering, Inc.	\$3,209,748.00	\$38,150.00
C.S. Legacy Construction, Inc.	\$3,854,188.00	\$12,000.00
USS Cal Builders, Inc.	\$4,378,720.00	\$25,000.00

E. Minority/Female Participation – Selected Contractor

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
C.S. Legacy Construction, Inc.	Non-Minority	Total: 51 49 minorities 4 women 96% minority 8% women

F. Minority/Women Participation - Firms Not Selected

<u>Name</u>	<u>Ownership</u>	<u>Employees</u>
Rancho Pacific Engineering, Inc.	Non-Minority	Total: 10 9 minorities 1 woman 90% minorities 10% women
USS Cal Builders, Inc.	Minority	Total: 93 52 minorities 11 women 56% minorities 12% women

The Community Development Commission conducts ongoing outreach to include minorities and women in the contract award process, including providing information at local and national conferences, conducting seminars for minorities and women regarding programs and services, advertising in newspapers to invite placement on the vendor list, and mailing information to associations representing minorities and women. The above information has been voluntarily provided to the Community Development Commission.

The recommended award of the contract is being made in accordance with Community Development Commission's policies and federal regulations, and without regard to race, creed, color, or gender.

ATTACHMENT B

Contract Summary

Project Name: 4th Avenue Park
Location: 553 S. 4th Ave., La Puente, CA 91746
Bid Number: CDC10-328
Bid Date: October 27, 2010
Contractor: C.S. Legacy Construction, Inc.
Services: Construction of 4th Avenue Park

Contract Documents: Part A – Instructions to Bidders and General Conditions; Part B – Plans and Specifications; Part C – Bidder’s Documents, Representations, Certifications, Bid, and Other Statements of Bidder; Part D – Supplementary General Conditions & Additional Requirements; Addenda 1 to the Contract Documents.

Time of Commencement and Completion: The work to be performed under this Construction Contract shall be commenced within thirty (30) days after a Notice to Proceed is received by the Contractor, or on the date specified in the Notice, whichever is later, and shall be completed within sixty (326) calendar days following the required commencement date.

Liquidated Damages: In the event of breach of contract, the Contractor and his/her sureties shall be liable for, and shall pay to the Community Development Commission the sum of Five Hundred Dollars (**\$500.00**) as liquidated damages for each calendar day of delay, until the Work is accepted by the Owner.

Contract Sum: The Community Development Commission shall pay the Contractor for the performance of the Construction Contract subject to additions and deductions by Change Order(s) as provided in the Contract Documents, in current funds, the sum of **Three Million Eight Hundred Fifty Four Thousand One Hundred and Eighty Eight Dollars and Zero Cents (\$3,866,188.00)**. The Contract Sum is not subject to escalation and includes all labor and material increases anticipated throughout the duration of the Contract.

Contract Contingency: \$773,237.00

**COMMUNITY DEVELOPMENT COMMISSION
OF THE COUNTY OF LOS ANGELES**

CONSTRUCTION CONTRACT

FOR

4TH AVENUE PARK

**553 SOUTH FOURTH AVENUE
LA PUENTE, CA 91746**

BID NUMBER: CDC10-328

**COMMUNITY DEVELOPMENT COMMISSION OF THE
COUNTY OF LOS ANGELES**

CONSTRUCTION CONTRACT

This CONSTRUCTION CONTRACT (or "Contract") is made this ___ day of December, 2010 by and between the **Community Development Commission** of the County of Los Angeles, a body corporate and politic, hereinafter referred to as the "**Commission**" or the "**Owner**", and C.S. Legacy Construction, Inc., hereinafter referred to as the "**Contractor**".

WITNESSETH, that the Owner and the Contractor, for the consideration stated herein, mutually agree as follows:

- A. The Commission is the Owner of that certain real property, commonly known as the 4TH Avenue Park, located at 553 South Fourth Avenue, La Puente, CA, hereinafter referred to as the "Property".
- B. The term "Work" includes performance, as set forth in the Contract Documents by the Contractor, for all improvement work on, in and about the Properties.
- C. Owner desires the Contractor to perform the Work on the terms and conditions hereinafter set forth, and Contractor agrees to perform said Work on terms and conditions set forth below.

ARTICLE 1

THE CONSTRUCTION CONTRACT

1.1 The Construction Contract means and includes all of the "Contract Documents". The Contract Documents which form the Construction Contract are incorporated herein by this reference and are made a part of this Construction Contract as if fully set forth herein. The Contract Documents consist of the following component parts:

- | | |
|--------|--|
| PART A | Instructions to Bidders and General Conditions |
| PART B | Specifications
Drawings |
| PART C | Bidder's Documents, Representations, Certifications, Bid, and Other Statements of Bidder |
| PART D | Supplementary General Conditions & Additional Requirements |

ALL ADDENDA TO THE ABOVE CONTRACT DOCUMENTS.

ARTICLE 2

STATEMENT OF WORK

- 2.1 Contractor agrees to perform in a professional manner, to the satisfaction of the Commission's Executive Director, all Work described in the Contract Documents referenced in Article 1.
- 2.2 The Contractor shall furnish all labor, material, equipment and services and perform and complete all Work required for the project identified as Bid No. CDC10-328 for the Commission.

All such Work shall be in strict accordance with the Specifications and Drawings, identified as Part B, all as prepared by Katherine Spitz and Associates, Charles H. Strawter Design, VCA Engineers and Gotama Building Engineers.

- 2.3 Data provided in the Specifications and Drawings are believed to actually depict the conditions to be encountered by the Contractor, but Owner does not guarantee such data as being all-inclusive or complete in any respect. Nothing contained herein shall relieve Contractor from making any and all investigations through non-destructive observations of the Properties which are reasonably necessary to apprise him/herself of the condition of the Properties. Contractor hereby accepts the project in an "as is" condition and herein warrants that all such investigations have been performed by him/her, and hereby expressly waives any and all rights under this Construction Contract, or in law, to additional compensation and/or time adjustments for alleged unknown subsurface and/or latent conditions that could be reasonably discovered or inferred based upon standard industry construction practices and techniques.

ARTICLE 3 TIME OF COMMENCEMENT AND COMPLETION

- 3.1 The Work to be performed under this Construction Contract shall be commenced within ten (10) days after a Notice to Proceed is received by the Contractor, or on the date specified in the Notice, whichever is later, and shall be completed within three hundred and twenty six (326) calendar days following the required commencement date.
- 3.2 The Contractor and the Owner agree that, since the determination of actual damages for any delay in completion would be extremely difficult or impracticable to determine in the event of breach of contract, the Contractor and his/her sureties shall be liable for, and shall pay to the Owner the sum of Five Hundred Dollars (\$500.00) as liquidated damages for each calendar day of delay, until the Work is accepted by the Owner. The Contractor shall not be charged with liquidated damages because of any delay in the completion of the Work due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor.

The Owner may withhold, or cause to be withheld, from any monies payable on account of Work performed by the Contractor or subcontractor any accrued liquidated damages, amounts necessary to cover stop notices or alleged labor underpayments.

ARTICLE 4
CONTRACT SUM

- 4.1 The Owner shall pay the Contractor for the performance of the Construction Contract subject to additions and deductions by Change Order(s) as provided in the Contract Documents, in current funds, the sum of THREE MILLION, EIGHT HUNDRED AND SIXTY SIX THOUSAND, ONE HUNDRED AND EIGHTY EIGHT DOLLARS AND ZERO CENTS (\$3,866,188.00). The Contractor represents and warrants that he/she shall pay his/her employees, and all individuals performing Work, not less than the prescribed minimum wages in accordance with the Prevailing Wage Determination published by the U.S. Department of Labor that is applicable to this contract.
- 4.2 The Contract Sum set forth herein includes the payment by Contractor of all sales and use taxes required by any local codes, or any law existing or which may hereafter be adopted by federal, state or governmental authority, taxing the materials, services required or labor furnished, and of any other tax levied by reason of the Work to be performed hereunder.
- 4.3 The Contract Sum is not subject to escalation, the Contractor having satisfied him/herself with said Contract Price, which includes all labor and material increases anticipated throughout the duration of this Construction Contract.
- 4.4 The Owner's obligation is payable only and solely from funds appropriated from the Department of Housing and Urban Development (HUD) and for the purpose of this Contract. All funds are appropriated every fiscal year beginning July 1.
- 4.5 In the event this Contract extends into the succeeding fiscal year and funds have not been appropriated, this Contract will automatically terminate as of June 30 of the current fiscal year. The Owner will endeavor to notify the Contractor in writing within ten (10) days of receipt of the non-appropriation notice.

ARTICLE 5
PROGRESS PAYMENTS

- 5.1 Based upon applications for payment submitted by the Contractor to the Owner, and after approval by the Construction Management Division, the Owner shall make progress payments on account of the Contract Sum to the Contractor, as provided in the Instruction to Bidders of the Construction Contract.
- 5.2 Approved applications for progress payments will be paid by the thirtieth day of each month, provided that application for payment has been submitted to the Owner on or before the first working day of the month. Payment shall be subject to all provisions of Section 01003, paragraphs 3.03.A. and B. of the Instructions to Bidders incorporated by reference into the Contract.
- 5.3 The Contractor and each Subcontractor shall submit all required Labor Compliance forms to the Commission before the start of construction. The Contractor shall submit to the

Commission all of its payrolls for each pay period within seven (7) days after the pay period has ended. The Contractor shall also collect, review and submit to the Commission all of its subcontractors' payrolls for each pay period within seven (7) days after the pay period has ended. Contractor's failure to submit its payrolls or any subcontractor payrolls within seven (7) days after the pay period has ended, is a violation of this Contract and entitles the Commission to withhold up to ten percent (10%) from any pending progress payment until all such payrolls are received. Repeated, ongoing or flagrant failures by the Contractor to submit the required forms, its payrolls or the payrolls of its subcontractors in a timely manner and in accordance with this provision constitutes a material breach of this Contract which may result in the Commission terminating the Contract for default.

ARTICLE 6 PROJECT CLOSEOUT

- 6.1 Prior to occupancy of any dwelling unit, building, or other portion of the project, the Owner shall receive a certificate from the Contractor that such portion of the project is ready for occupancy, and shall cause a Notice of Completion to be issued. A Notice of Completion shall be issued only when the Work, including all phases thereof, is finally completed, and all requirements of this Construction Contract have been satisfied. The Owner shall cause the Notice of Completion to be recorded with the County Recorder.
- 6.2 Upon Issuance of a Notice of Completion, final payment shall be made to the Contractor of the entire unpaid balance of the Contract Sum, including any sums due to the Contractor for changes in the Work approved by the Owner pursuant to Section 01003 paragraph 3.03.E. of the Instruction to Bidders, less any amounts which Owner is entitled to receive from the Contractor under the terms of this Contract or amounts necessary to cover stop notices or alleged labor underpayments, and less the ten percent (10%) retention withheld, pursuant to Section 01003 paragraph 3.03.F. of the Instruction to Bidders.
- 6.3 In addition to all other requirements, a Notice of Completion shall be issued only when Owner has received the following:
 - A. A Certificate of Completion, executed by Owner.
 - B. All guarantees and warranties issued by the manufacturers or installers of equipment or other component parts of the project. Contractor guarantees that the equipment, materials, and workmanship, not otherwise covered by a guarantee or warranty, will be free from defects in materials and workmanship for a period of one (1) year following date of final acceptance of the project.
 - C. The waiver and release of all liens, claims of liens, or stop notice rights of the Contractor and all subcontractors, and the Contractor's Certificate and Release.
 - D. Verification from the Architect that Contractor has removed all waste materials, rubbish, tools, construction equipment, machinery, and surplus materials from the project site. If the Contractor has failed to remove any of such items, the Owner may remove such

items, and the Contractor shall pay the Owner for all costs incurred in connection with such removal.

- 6.4 After recordation of the Notice of Completion, and expiration of the thirty-day period for filing of stop notices, the Owner shall use reasonable efforts to settle all claims and disputes, notify the Contractor of final acceptance of the project, and make final payment of the entire unpaid balance of the Contract Sum, including the ten percent (10%) retention, less any amounts which the Owner is entitled to receive from the Contractor under the terms of this Construction Contract, including liquidated damages, and less amounts necessary to cover stop notices or alleged labor underpayments.

ARTICLE 7 BREACH AND TERMINATION

- 7.1 Waiver by the Owner of any breach of this Construction Contract shall not constitute a waiver of any other breach or of any future breach. No payment made hereunder shall be construed to be an acceptance of defective Work or improper materials.
- 7.2 In addition to any right of termination reserved to the Owner by Section 01003 paragraph 3.10.A. of the Instruction to Bidders of the Construction Contract, the Owner may terminate this Construction Contract or performance under this Construction Contract, if the Contractor is adjudged bankrupt, a receiver is appointed because of the Contractor's insolvency, or the Contractor makes a general assignment for the benefit of its creditors, fails to make prompt payment to subcontractor(s), or for material or labor, persistently disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, fails to construct the project in accordance with the Drawings and Specifications, or otherwise substantially violates any provision of the Contract Documents.
- 7.3 The Owner shall give the Contractor and his/her surety written notice prior to terminating this Construction Contract or performance under this Construction Contract, pursuant to Section 01003 paragraph 3.10.A. of the Instruction to Bidders, provided that the Contractor shall, upon receipt of such notice, immediately stop the installation of improvements, or other permanent construction work encompassing part of the project. Upon termination, the Owner may take possession of the project and all materials, equipment, tools, and construction equipment and machinery owned by the Contractor and located at the project site, and may finish the project by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment under this Construction Contract.
- 7.4 The Owner shall not be deemed to have waived any of its other rights or remedies against the Contractor by exercising its right of termination under this Article.
- 7.5 Termination for Cause: This Contract may be terminated by the Commission upon written notice to the Contractor for cause (failure to perform satisfactorily any of the Contract terms, conditions, and Work items) with no penalties upon termination or upon the occurrence of any of the following events:

- A. Continuing failure of the Contractor to perform any Work required to be performed hereunder in a timely and professional manner, or Contractor is not properly carrying out the provisions of the Contract in their true intent and meaning, then in such case, notice thereof in writing will be served upon the Contractor; and should the Contractor neglect or refuse to provide a means for a satisfactory compliance with this Contract and with the direction of the Commission within the time specified in such notices, the Commission shall have the power to suspend the performance of this Contract by Contractor in whole or in part.
 - B. Failure on the part of the Contractor to procure or maintain insurance required by this Contract shall constitute a material breach of contract upon which the Commission may immediately terminate this Contract.
 - C. Should the Contractor fail within five (5) days to perform in a satisfactory manner, in accordance with the provisions of this Contract, or if the Work to be done under said Contract is abandoned for more than three (3) days by the Contractor, then notice of deficiency thereof in writing will be served upon the Contractor. Should the Contractor fail to comply with the terms of said Contract within five (5) days, upon receipt of said written notice of deficiency, the Executive Director of the Commission shall have the power to suspend or terminate the operations of the Contractor in whole or in part.
 - D. In the event that a petition of bankruptcy shall be filed by or against the Contractor.
 - E. If, through any cause, the Contractor shall fail to fulfill, in a timely and proper manner, the obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the Commission shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor under this Contract shall, at the option of the Commission become its property and the Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed.
- 7.6 Termination for Improper Consideration: The Commission may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Construction Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any Commission officer, employee or agent with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment or extension of the Contract or the making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

The Contractor shall immediately report any attempt by the Commission officer or employee to solicit such improper consideration. The Report shall be made to the Commission's Executive Director or designee.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

- 7.7 Termination for Convenience: The Commission reserves the right to cancel this Contract for any reason at all upon thirty (30) days prior written notice to Contractor. In the event of such termination, Contractor shall be entitled to a prorated portion paid for all satisfactory work unless such termination is made for cause, in which event, compensation, if any, shall be adjusted in such termination.
- 7.8 The Commission's Quality Assurance Plan: The Commission will evaluate Contractor's performance under this Contract on not less than a quarterly basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which the Commission determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Commissioners. The report will include improvement/corrective action measures taken by the Commission and the Contractor. If improvement does not occur consistent with the corrective action measures, the Commission may terminate this Contract or pursue other penalties as specified in this Contract.
- 7.9 Non-payment after expiration or termination: Contractor shall have no claim against the Commission for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment, it shall immediately notify the Commission and shall immediately repay all such funds to the Commission. Payment by the Commission for services rendered after expiration/termination of this Agreement shall not constitute a waiver of the Commission's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

ARTICLE 8 MISCELLANEOUS PROVISIONS

- 8.1 Contractor shall give all notices and comply with all laws, rules, regulations, ordinances and orders of any governmental entity relating to the Work. Should Contractor become aware that any provision of the Construction Contract is at variance with any such rule, law, regulation, ordinance or order, he/she shall promptly give notice in writing to the Owner of such variance.
- 8.2 It is hereby declared to be the intention of the parties that the sections, paragraphs, sentences, clauses and phrases of this Construction Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Construction Contract shall be declared unconstitutional, invalid or unenforceable by the valid judgment or decree of a court of

competent jurisdiction, such unconstitutionality, invalidity or unenforceability shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Construction Contract.

- 8.3 Anything mentioned in the Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. In case of difference between Drawings and Specifications, the Specifications shall govern. In case of discrepancy within the Drawings, or within the Specifications, the matter shall be promptly submitted to the Contracting Officer, who shall promptly make a determination in writing. Any adjustment by the Contractor without such a determination by the Contracting Officer shall be at its own risk and expense. The Contracting Officer shall furnish from time to time such detailed drawings and other information as considered necessary, unless otherwise provided.

ARTICLE 9 CONTRACTOR APPROVAL

- 9.1 Contractor's Adherence to the Child Support Compliance Program
Contractor shall: 1) fully comply with all applicable State and Federal reporting requirements relating to employment reporting for its employees; and, 2) comply with all lawfully served Wage and Earnings Assignment Orders and Notice of Assignment and continue to maintain compliance during the term of any contract that may be awarded pursuant to this solicitation. Failure to comply may be cause for termination of a contract or initiation of debarment proceedings against the non-compliant contractor.

- 9.2 Contractor's Warranty of Adherence to Commission's Child Support Compliance Program
Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the Commission through a contract, are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the taxpayers of the County of Los Angeles.

As required by the Commission's Child Support Compliance Program and without limiting Contractor's duty under this Contract to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

- 9.3 Termination For Breach of Warranty to Comply with Commission's Child Support Compliance Program

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 9.2, "Contractor's Warranty of Adherence to County's Child Support Compliance Program" shall constitute default under this Contract. Without limiting the rights and remedies available to the Commission under any other provision of this Contract, failure of Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the Commission may terminate this Contract pursuant to Paragraphs under 7.5- "Termination for Cause" and pursue debarment of Contractor, pursuant to Commission Policy.

9.4 Post L. A.'s Most Wanted Parents List

Contractor acknowledges that the Commission places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is the Commission's policy to encourage the Commission contractors to voluntarily post the Commission's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. District Attorney will supply Contractor with the poster to be used.

ARTICLE 10
ADDITIONAL PROVISIONS

- 10.1 This Construction Contract and the obligations of the parties hereunder shall be interpreted, construed and enforced in accordance with the laws of the State of California.
- 10.2 This Construction Contract contains the entire agreement between the parties. No variations, modifications, or changes hereto shall be binding upon any party hereto unless set forth in a document duly executed by or on behalf of such party. All prior negotiations, representations and/or contracts between the parties relative to the subject matters hereof shall be superseded hereby and have no further force and effect.
- 10.3 No consent or waiver, expressed or implied, by either party to or of any breach or default by the other of its obligations hereunder shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance of such other party hereunder. Failure on the part of either party to complain of any such act of the other party or to declare the other party in default, irrespective of how long such failure continues, shall not constitute a waiver by such party of its rights hereunder.
- 10.4 Without limiting Contractor's duties to indemnify the Commission, Housing Authority of the County of Los Angeles ("Housing Authority"), the County of Los Angeles ("County") and each of their elected and appointed officers, officials, representatives, employees, and agents, (collectively referred to as "Public Agencies and their Agents") as provided in this Contract, Contractor shall procure and maintain, at Contractor's sole expense for the duration of this Contract unless otherwise set forth herein, the insurance policies described herein. Such insurance shall be secured from carriers admitted in California, or authorized to do business in California. Such carriers shall be in good standing with the California Secretary of State's Office and the California Department of Insurance. Such carriers must be approved by the California Department of Insurance and must be included on the California

Department of Insurance List of Eligible Surplus Line Insurers (hereinafter "LESLI"). Such carriers must have a minimum rating of or equivalent to A:VIII in Best's Insurance Guide. Contractor shall, concurrent with the execution of this Contract, deliver to the Commission certificates of insurance with original endorsements evidencing the insurance coverage required by this Contract. If original endorsements are not immediately available, such endorsements may be delivered subsequent to the execution of this Contract, but no later than thirty (30) days following execution of this Contract. Contractor shall also deliver certificates of insurance and additional insured endorsements to Commission each year of this Contract to verify continued compliance with these insurance requirements. The certificates and endorsements shall be signed by a person authorized by the insurers to bind coverage on its behalf. The Commission reserves the right to require complete certified copies of all policies at any time. Said insurance shall be in a form acceptable to the Commission and may provide for such deductibles as may be acceptable to the Commission. Any self-insurance program and self-insured retention must be separately approved by the Commission. In the event such insurance does provide for deductibles or self-insurance, Contractor agrees that it will defend, indemnify and hold harmless the Public Agencies and their Agents in the same manner as they would have been defended, indemnified and held harmless if full coverage under any applicable policy had been in effect. Further, the Contractor is wholly responsible for any and all deductibles and self-insured retentions for all required insurance. Each such certificate shall stipulate that the Commission be given at least thirty (30) days' written notice in advance of any cancellation or any reduction in limit(s) for any policy of insurance required herein. Contractor shall give the Commission immediate notice of any insurance claim or loss which may be covered by insurance. Contractor represents and warrants that the insurance coverage required herein will also be provided by any entities with which Contractor contracts, as detailed below. All certificates of insurance and additional insured endorsements shall carry the following identifier: 4th Avenue Park, 553 Fourth Avenue, La Puente, CA 91746.

The insurance policies set forth herein shall be primary insurance with respect to the Commission. The insurance policies shall contain a waiver of subrogation for the benefit of the Commission. Failure on the part of Contractor, and/or any entities with which Contractor contracts, to procure or maintain the insurance coverage required herein may, upon the Commission's sole discretion, constitute a material breach of this Contract pursuant to which the Commission may immediately terminate this Contract and exercise all other rights and remedies set forth herein, at its sole and absolute discretion, and without waiving such default or limiting the rights or remedies of the Commission, procure or renew such insurance and pay any and all premiums in connection therewith and all monies so paid by the Commission shall be immediately repaid by the Contractor to the Commission upon demand including interest thereon at the default rate. In the event of such a breach, the Commission shall have the right, at its sole election, to participate in and control any insurance claim, adjustment, or dispute with the insurance carrier. Contractor's failure to assert or delay in asserting any claim shall not diminish or impair the Commission's rights against the Contractor or the insurance carrier.

The Contractor shall name the Public Agencies and their Agents as additional insureds to the general liability, and automobile liability policies set forth herein, and provide the additional insured endorsements for each insurance policy that contains language equivalent to the

language contained in ISO form CG 20 10 10 01. The Contractor shall require any entity with which Contractor is contracting to provide work or services under this Contract, to name the Public Agencies and their Agents as additional insureds on the general liability and automobile liability insurance policies set forth herein, and provide the additional insured endorsement for each insurance policy that contains language equivalent to the language contained in ISO form CG 20 10 11 85. The Contractor and its subcontractors shall not obtain any insurance policies with deductibles and self-insured retentions in an amount greater than \$100,000.

The following insurance policies shall be maintained by Contractor and any entity with which Contractor contracts for the duration of this Contract, unless otherwise set forth herein:

- A. GENERAL LIABILITY INSURANCE (written on ISO policy form CG 20 10 85 or its equivalent) including coverage for personal injury, death, property damage and contractual liability with limits of not less than the following:

General Aggregate	\$2,000,000
Products/ Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Each Occurrence	\$1,000,000
XCU Endorsement	\$1,000,000

The Products/ Completed Operations coverage shall continue to be maintained in the amount indicated above for at least ten years from the date the construction of the project is completed and accepted by the Commission. This insurance shall also include, or separate insurance shall be secured with a minimum limit of one million dollars (\$1,000,000) to cover, the defense of and liability for bodily injury, disease or illness including death, or property damage arising in whole or in part from Explosion, Collapse, and Underground (“XCU”). The Public Agencies and their Agents shall be named as additional insureds on this general liability policy.

- B. WORKERS' COMPENSATION and EMPLOYER'S LIABILITY insurance providing workers' compensation benefits, as required by the Labor Code of the State of California. In all cases, the above insurance shall include Employer's Liability coverage with limits of not less than the following:

Each Accident	\$1,000,000
Disease-Policy Limit	\$1,000,000
Disease-Each Employee	\$1,000,000

- C. AUTOMOBILE LIABILITY INSURANCE (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than one million dollars (\$1,000,000) for each incident. Such insurance shall include coverage of all “owned”, “hired”, and “non-owned” vehicles, or coverage for “any auto.” The Public Agencies and their Agents shall be named as additional insureds on such policy.

Contractor agrees that it will require that all of the above mentioned insurance requirements be incorporated in its contract with any entity with which it contracts in relation to this Contract or in relation to the Work, property or project that is the subject of this Contract.

D. PERFORMANCE SECURITY REQUIREMENTS. Prior to execution of the Contract, the Contractor shall file surety bonds with the Commission in the amounts and for the purposes noted below. All bonds issued in compliance with the Contract shall be duly executed by a solvent surety company that is authorized by the State of California, is listed in the United States Department of the Treasury's Listing of Approved Sureties Treasury (Circular 570) (see www.fms.treas.gov/c570/) and is satisfactory to the County, and it shall pay all premiums and costs thereof and incidental thereto.

Each bond shall be signed by both the Contractor (as Principal) and the Surety. The Contractor shall give two surety bonds with good and sufficient sureties: the first in the sum of not less than 100% of the Contract price to assure the payment of claims of material men supplying materials to the Contractor, subcontractors and mechanics and laborers employed by the Contractor on the Work and the second in the sum of not less than 100% of the Contract price to assure the faithful performance of the Contract.

- (1) The "Materials and Labor Bond" (or "Payment Bond") shall be so conditioned as to insure to the benefit of persons furnishing materials for or performing labor upon the Work. This bond shall be maintained by the Contractor in full force and effect until the Work is completed and accepted by the Commission and County, and until all claims for materials, labor and subcontracts are paid.
- (2) The "Bond for Faithful Performance" shall be so conditioned as to assure the faithful performance by the Contractor of all Work under said Contract, within the time limits prescribed, including any maintenance and warranty provisions, in a manner that is satisfactory and acceptable to the Commission and County, that all materials and workmanship supplied by Contractor will be free from original or developed defects, and that should original or developed defects or failures appear within a period of one year from the date of Acceptance of the Work by the Commission and County, the Contractor shall, at Contractor's own expense, make good such defects and failures and make all replacements and adjustments required, within a reasonable time after being notified by the Commission to do so. This bond shall be maintained by the Contractor in full force and effect during the performance of the Work of the Contract and for a period of one year after acceptance of the Work by the Commission and County.

Should any surety or sureties upon said bonds or any of them become insufficient or be deemed unsatisfactory by the Commission, said Contractor shall replace said bond or bonds with good and sufficient sureties within 10 days after receiving notice from the Commission that the surety or sureties are insufficient or unsatisfactory.

No further payment shall be deemed due or will be made under this Contract until the new sureties shall qualify and be accepted by the Commission. Contractor agrees that it will require that all of the above mentioned requirements be incorporated in its contract with any entity with which it contracts in relation to this Contract, or the property, project, work, or services that are the subject of this Contract.

The Contractor shall assume all risks and bear all cost for loss of, damage to, or missing or stolen, equipment, tools, vehicles and materials owned, hired, leased or used by the Contractor or and any entities with which Contractor contracts to provide services under this Contract.

10.5 Compliance With Laws

The Contractor agrees to be bound by applicable federal, state and local laws, regulations, and directives as they pertain to the performance of this Contract. This Contract is subject to and incorporates the terms of the Housing and Community Development Act of 1974, as amended by the Cranston-Gonzalez National Affordable Housing Act, 1990, and the 24 CFR Part 85. If the compensation under this Contract is in excess of \$100,000 then Contractor shall comply with applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 18579(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15).

The Contractor must obtain and present all relevant state and local insurance, training and licensing pursuant to services required within this Contract.

Contractor shall comply with the following laws:

Civil Rights Act of 1964, Title VI (Non-discrimination in Federally Assisted Programs)

Title VI provides that no person shall, on the grounds of race, color, national origin, or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

Section 109 of the Housing and Community Development Act of 1974

No person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973

No person in the United States shall be excluded from participating in, be denied the benefits of, or be subjected to discrimination under this Contract on the basis of age or with respect to an otherwise qualified disabled individual.

Executive Order 11246 and 11375, Equal Opportunity in Employment (Nondiscrimination in Employment by Government Contractors, Subcontractors, and Contractors)

During the performance of this Contract, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that

employees are treated fairly during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

The Contractor will send to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract or understanding, a notice to be provided by the Commission's contracting officer, advising the labor union or workers' representatives of the Contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor will comply with all provisions of Executive Order No. 11246 of September 24, 1965, and of the rules, regulation and relevant orders of the Secretary of Labor.

The Contractor will furnish all information and reports required by the Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, will permit access to his/her books, records, and accounts by the Commission and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

In the event of the Contractor's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in the Executive Order and such other sanctions may be imposed and remedies invoked as provided in the Executive Order or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Contractor will include the provisions of these paragraphs in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of the Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such actions with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance; provided however, that in the event the Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

State Prevailing Wage Requirements

This construction project is funded in whole with public funds. The Contractor shall be responsible for complying with all labor requirements of the State of California prevailing wage laws, regulations, codes, etc. which are applicable to this contract. They include, but are not limited to, the following: California Labor Code Section 1770 et seq., which requires contractors to pay their workers based on the prevailing wage rates established and issued by the Department of Industrial Relations (DIR), Division of Labor Statistics, these rates can be obtained on the website at www.dir.ca.gov. or **by contacting the Community Development Commission, Labor Compliance Unit for the prevailing wage rates on file.**

Consideration of GAIN Participants for Employment

Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. The Contractor shall contact the County's GAIN/GROW Division at (626) 927-5354 for a list of GAIN/GROW participants by job category.

10.6 Access and Retention of Records

The Contractor shall provide access to the Commission, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to the specific Contract for the purpose of making audits, examinations, excerpts and transcriptions. The Contractor is required to retain the aforementioned records for a period of five (5) years after the Commission pays final payment and other pending matters are closed.

10.7 Conflict of Interest

The Contractor represents, warrants and agrees that to the best of its knowledge, it does not presently have, nor will it acquire during the term of this Contract, any interest direct or indirect, by contract, employment or otherwise, or as a partner, joint venturer or shareholder (other than as a shareholder holding a one percent (1%) or less interest in publicly traded companies) or affiliate with any business or business entity that has entered into any contract, subcontract or arrangement with the Commission. Upon execution of this Contract and during its term, as appropriate, the Contractor shall disclose in writing to the Commission, any other contract or employment during the term of this Contract by any other persons, business or corporation in which employment will or may likely develop a conflict of interest between the Commission's interest and the interests of the third parties.

10.8 Indemnification

The Contractor shall indemnify, defend, and hold harmless the Public Agencies and their Agents from and against any and all liability, demands, damages, claims, causes of action, fees (including reasonable attorney's fees and costs and expert witness fees), and expenses, including, but not limited to, claims for bodily injury, property damage, and death (hereinafter collectively referred to as "Liabilities"), arising from or connected with

Contractor's acts, errors, and/or omissions arising from and/or relating to this Contract. Contractor shall not be required to indemnify, defend, and hold harmless the Public Agencies and their Agents from any Liabilities that arise from the active negligence, sole negligence or willful misconduct of the Public Agencies, Public Agencies' agents, servants, or independent contractors who are directly responsible to the Public Agencies.

The above indemnification language, or language substantially similar thereto, in favor of the Public Agencies, shall also be incorporated in Contractor's contracts with any and all entities with which it contracts in relation to the Contract, Work, or property or project that is the subject of this Contract. These indemnification provisions shall remain in full force and effect and survive the termination and/or expiration of this Contract.

10.9 Subcontracting

The Contractor may subcontract only those specific portions of the work allowed in the original specifications covered by this Contract with prior written approval by the Commission.

10.10 Assignment

The Contractor shall not assign its rights or delegate its duties under the Contract, or both, whether in whole or in part, without the prior written consent of the Commission, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, Commission consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the Commission to any approved delegate or assignee on any claim under the Contract shall be deductible, at the Commission's sole discretion, against the claims, which the Contractor may have against the Commission. However, the Commission reserves the right to assign this Contract to another public agency without the consent of the Contractor.

Shareholders, partners, members, or other equity holders of the Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is affected in such a way as to give majority control of the Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of the Commission in accordance with applicable provisions of this Contract.

Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the Commission's express prior written approval, shall be a material breach of the Contract which may result in the termination of the Contract. In the event of such termination, the Commission shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

10.11 Confidentiality of Reports

The Contractor shall keep confidential all reports, information and data received, prepared or assembled pursuant to performance hereunder. Such information shall not be made available to any person, firm, corporation or entity without the prior written consent of the Commission.

10.12 Severability

In the event that any provision herein contained is held to be invalid, void or illegal by any court of competent jurisdiction, the same shall be deemed severable from the remainder of the Contract and shall in no way affect, impair or invalidate any other provision contained herein. If any such provision shall be deemed invalid due to its scope or breadth, such provision shall be deemed valid to the extent of the scope or breadth permitted by law.

10.13 Safety Standards and Accident Prevention

The Contractor shall comply with all applicable Federal, state and local laws governing safety, health and sanitation. The Contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions, on his/her own responsibility, reasonably necessary to protect the life and health of employees on the job and the public and to protect property in connection with the performance of this Contract.

10.14 Drug Free Workplace Act of the State of California

The Contractor certifies under penalty of perjury under the laws of the State of California that the Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990.

10.15 Copyright

No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Contractor. All documents become the property of the Commission and the Commission holds all the rights to said data.

10.16 Independent Contractor

The Contractor shall perform the services as contained herein as an independent contractor and shall not be considered an employee of the Commission, or under Commission supervision or control. This Contract is by and between the Contractor and the Commission, and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, between the Commission and the Contractor.

10.17 Waiver

No breach of any provision hereof can be waived unless in writing. Waiver of any one breach of any provision shall not be deemed to be a waiver of any breach of the same or any other provision hereof.

10.18 Notices

The Commission shall provide Contractor with notice of any injury or damage arising from or connected with services rendered pursuant to this Contract to the extent that the

Commission has actual knowledge of such injury or damage. The Commission shall provide such notice within ten (10) days of receiving actual knowledge of such injury or damage.

Notices provided for in this Contract shall be in writing and shall be addressed to the representative of each Party.

Owner:
Community Development Commission
DeAnn Johnson, Contracting Officer
Attn: Jeffrey Biben, Project Manager

Contractor:
C.S. Legacy Construction, Inc.
Greg Strumpf, President

4800 Cesar E. Chavez Avenue
Los Angeles, CA 90022

13263 Yorba Avenue
Chino, CA 91710

Notices shall be deemed delivered on the third day after posting by U.S. Mail or when delivered in person with written acknowledgement of the receipt thereof. Commission and Contractor may designate a different address or addresses for notices to be sent by giving written notice of such change of address to all other parties entitled to receive notice.

10.19 Interpretation

No provision of this Contract is to be interpreted for or against either party because that party or that party's legal representative drafted such provision, but this Contract is to be construed as if it were drafted by both parties hereto.

10.20 Employees of Contractor

Workers' Compensation: Contractor understands and agrees that all persons furnishing services to the Commission pursuant to this Contract are, for the purposes of workers' compensation liability, employees solely of Contractor. Contractor shall bear sole responsibility and liability for providing Workers' Compensation benefits to any person for injury arising from an accident connected with services provided to the Commission under this Contract.

Professional Conduct: The Commission does not and will not condone any act, gestures, comments or conduct from the Contractor's employees, agents or subcontractors which may be construed as sexual harassment or any other type of activity or behavior that might be construed as harassment. The Commission will properly investigate all charges of harassment by residents, employees, agents or subcontractors and is responsible for taking appropriate action after reports of harassment are received by the Contractor.

10.21 Patent Rights

The Commission will hold all the patent rights with respect to any discovery or invention which arises or is developed in the course of, or under, this Contract.

10.22 Notice to Employees Regarding the Federal Earned Income Credit

The Contractor shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal

income tax laws. Such notice shall be provided in accordance with the requirements set forth in Attachment A, Internal Revenue Service Notice 1015.

10.23 Use of Recycled-Content Paper Products

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on the project.

10.24 Contractor Responsibility and Debarment

A. A responsible Contractor is a contractor, consultant, vendor or operating agency who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the policy of the Commission, Housing Authority, and County to conduct business only with responsible contractors.

B. The Contractor is hereby notified that if the Commission acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the Commission may, in addition to other remedies provided in the contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on Commission contracts for a specified period of time, which generally will not to exceed five years but may exceed five years or be permanent if warranted by circumstances, and terminate any or all existing contracts the Contractor may have with the Commission.

C. The Commission may debar a contractor, consultant, vendor or operating agency if the Board of Commissioners finds, in its discretion, that the contractor has done any of the following: (1) violated any term of a contract with the Commission, Commission, or County or a nonprofit corporation created by the Commission, Housing Authority, or County, (2) committed an act or omission which negatively reflects on the its quality, fitness or capacity to perform a contract with the Commission, Housing Authority, or County, any other public entity, a nonprofit corporation created by the Commission, Housing Authority, or County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the Commission, Housing Authority, County, or any other public entity.

D. If there is evidence that the Contractor may be subject to debarment, the Commission will notify the Contractor in writing of the evidence, which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the

Commission shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Commissioners.

- F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contract Hearing Board shall be presented to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- G. If a Contractor has been debarred for a period longer than five years, that Contractor may, after the debarment has been in effect for at least five years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The Commission may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the Commission.
- H. The Contractor Hearing Board will consider a request for review of the debarment determination only where (1) the Contractor has been debarred for a period longer than five years; (2) the debarment has been in effect for at least five years; and (3) the request is in writing, states one or more of the ground for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment Hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Commissioners. The Board of Commissioners shall have the right to modify, deny or adopt the proposed decision and recommendation of the Contractor Hearing Board.

- I. These terms shall also apply to subcontractors and subconsultants of County, Housing Authority, or Commission contractors, consultants, vendors and agencies.

10.25 Compliance With Jury Service Program

- 1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program or that Contractor qualifies for an exception to the Jury Service Program, Contractor shall have and adhere to a written policy that provides that its Employees shall receive

from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Section, "Contractor" means a person, partnership, corporation or other entity which has a contract with the Commission or a subcontract with an Commission contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more Commission contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full time" means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the Commission, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of ninety (90) days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the Commission under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify the Commission if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The Commission may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrate to the Commission's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, the Commission may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future Commission contracts for a period of time consistent with the seriousness of the breach.

10.26 Notice to Employees regarding The Safely Surrendered Baby Law

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheets are set forth in Attachment B of this Contract and are also available on the Internet at www.babysafela.org for printing purposes.

10.27 Contractor's Acknowledgment of Commission's Commitment to the Safely Surrendered Baby Law

The Contractor acknowledges that the Commission places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the Commission's policy to encourage all Commission contractors to voluntarily post the "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used.

10.28 Contractor's Charitable Contributions Compliance

The Supervision of Trustees and Fundraisers for Charitable Purpose Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purpose Act requirements. By requiring Contractors to complete the Charitable Contributions Certification as included in Attachment C, the Authority seeks to ensure that all Authority contractors that receive or raise charitable contributions comply with California law in order to protect the Authority and its taxpayers. A Contractor that receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings, or both.

10.29 Contractor's Warranty Of Compliance With County's Defaulted Property Tax Reduction Program

The Contractor acknowledges that the County of Los Angeles (County) has established a goal of ensuring that all individuals and businesses that benefit financially from the County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers. Unless the Contractor qualifies for an exemption or exclusion, the Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with the County's Defaulted Tax Program pursuant to Los Angeles County Code, Chapter 2.206.

10.30 Termination For Breach Of Warranty To Maintain Compliance With County's Defaulted Property Tax Reduction Program

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 10.29, "Contractor's Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Contract. Without limiting the rights and remedies available to the Commission under any other provision of this Contract, failure of the Contractor to cure such default within 10 days of notice shall be grounds upon which the Commission may terminate this contract and/or pursue debarment of the Contractor, pursuant to County's Defaulted Property Tax Reduction Program, to Los Angeles County Code, Chapter 2.206.

10.31 Public Records Act

All Contract Documents become the exclusive property of Commission. All such documents become a matter of public record and shall be regarded as public records, except

IN WITNESS WHEREOF, the parties hereto have executed this Construction Contract on the date and year first written above.

OWNER

COMMUNITY DEVELOPMENT
COMMISSION OF THE COUNTY OF
LOS ANGELES, A BODY
CORPORATE AND POLITIC

CONTRACTOR

C.S. LEGACY CONSTRUCTION, INC.

License Number: 826870

By: _____

SEAN ROGAN

Title: EXECUTIVE DIRECTOR

Date: _____

APPROVED AS TO PROGRAM:

By: _____

GREG STRUMPF

Title: PRESIDENT

Date: _____

DEANN JOHNSON

Title: CONTRACTING OFFICER

Date: _____

APPROVED AS TO FORM
Office of County Counsel,
ANDREA SHERIDAN ORDIN,
County Counsel

BUSINESS ADDRESS

13263 Yorba Avenue

Chino, CA 91710

Telephone: (909) 590-2626

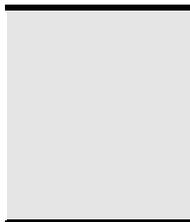
Fax: (909) 590-4117

By: _____

Deputy

CORPORATE SEAL

Required Signatures:



If sole proprietor, one signature of sole proprietor.

If partnership, the signature of at least one general partner authorized to sign contracts on behalf of the partnership.

If Corporation, the signatures of those officers required to sign contracts on behalf of the Corporation, and the Corporate Seal.



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2005)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2005 are less than \$37,263 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2006.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice by calling 1-800-829-3676, or from the IRS website at www.irs.gov.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2005 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2005 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2005 and owes no tax but is eligible for a credit of \$799, he or she must file a 2005 tax return to get the \$799 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2006 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice **1015** (Rev. 12-2005)
Cat. No. 205991

No shame. No blame. No names.

**Newborns can be safely given up
at any Los Angeles County
hospital emergency room or fire station.**



**In Los Angeles County:
1-877-BABY SAFE
1-877-222-9723
www.babysafela.org**



State of California
Gray Davis, Governor

Health and Human Services Agency
Grantland Johnson, Secretary

Department of Social Services
Rita Saenz, Director



Los Angeles County Board of Supervisors
Gloria Molina, Supervisor, First District
Yvonne Brathwaite Burke, Supervisor, Second District
Zev Yaroslavsky, Supervisor, Third District
Don Knabe, Supervisor, Fourth District
Michael D. Antonovich, Supervisor, Fifth District

This initiative is also supported by First 5 LA and INFO LINE of Los Angeles.

ATTACHMENT B

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents to give up their baby confidentially. As long as the baby has not been abused or neglected, parents may give up their newborn without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially and safely give up a baby within three days of birth. The baby must be handed to an employee at a Los Angeles County emergency room or fire station. As long as the child shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, workers will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their newborns within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

In most cases, a parent will bring in the baby. The law allows other people to bring in the baby if they have legal custody.

Does the parent have to call before bringing in the baby?

No. A parent can bring in a baby anytime, 24 hours a day, 7 days a week so long as the parent gives the baby to someone who works at the hospital or fire station.

Does a parent have to tell anything to the people taking the baby?

No. However, hospital personnel will ask the parent to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the child. Although encouraged, filling out the questionnaire is not required.

What happens to the baby?

The baby will be examined and given medical treatment, if needed. Then the baby will be placed in a pre-adoptive home.

What happens to the parent?

Once the parent(s) has safely turned over the baby, they are free to go.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned by their parents and potentially being hurt or killed. You may have heard tragic stories of babies left in dumpsters or public bathrooms. The parents who committed these acts may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had nowhere to turn for help, they abandoned their infants. Abandoning a baby puts the child in extreme danger. It is also illegal. Too often, it results in the baby's death. Because of the Safely Surrendered Baby Law, this tragedy doesn't ever have to happen in California again.

A baby's story

At 8:30 a.m. on Thursday, July 25, 2002, a healthy newborn baby was brought to St. Bernardine Medical Center in San Bernardino under the provisions of the California Safely Surrendered Baby Law. As the law states, the baby's mother did not have to identify herself. When the baby was brought to the emergency room, he was examined by a pediatrician, who determined that the baby was healthy and doing fine. He was placed with a loving family while the adoption process was started.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a newborn, let her know there are other options.

It is best that women seek help to receive proper medical care and counseling while they are pregnant. But at the same time, we want to assure parents who choose not to keep their baby that they will not go to jail if they deliver their babies to safe hands in any Los Angeles County hospital ER or fire station.

Sin pena. Sin culpa. Sin peligro.

**Los recién nacidos pueden ser entregados
en forma segura en la sala de emergencia de
cualquier hospital o en un cuartel de bomberos
del Condado de Los Angeles.**



En el Condado de Los Angeles:

1-877-BABY SAFE

1-877-222-9723

www.babysafela.org



Estado de California
Gray Davis, Gobernador

Agencia de Salud y Servicios Humanos
(Health and Human Services Agency)
Grantland Johnson, Secretario

Departamento de Servicios Sociales
(Department of Social Services)
Rita Saenz, Directora



Consejo de Supervisores del Condado de Los Angeles

Gloria Molina, Supervisora, Primer Distrito

Yvonne Brathwaite Burke, Supervisora, Segundo Distrito

Zev Yaroslavsky, Supervisor, Tercer Distrito

Don Knabe, Supervisor, Cuarto Distrito

Michael D. Antonovich, Supervisor, Quinto Distrito

Esta Iniciativa tambien esta apollada por First 5 LA y INFO LINE de Los Angeles.

ATTACHMENT B

¿Qué es la Ley de Entrega de Bebés Sin Peligro?

La Ley de Entrega de Bebés Sin Peligro de California permite a los padres entregar a su recién nacido confidencialmente. Siempre que el bebé no haya sufrido abuso ni negligencia, padres pueden entregar a su recién nacido sin temor a ser arrestados o procesados.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura, dentro de los tres días del nacimiento. El bebé debe ser entregado a un empleado de una sala de emergencias o de un cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazaletes y el padre/madre recibirá un brazaletes igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden empezar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles, al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

En la mayoría de los casos, los padres son los que llevan al bebé. La ley permite que otras personas lleven al bebé si tienen la custodia legal del menor.

¿Los padres deben llamar antes de llevar al bebé?

No. El padre/madre puede llevar a su bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, mientras que entregue a su bebé a un empleado del hospital o de un cuartel de bomberos.

¿Es necesario que el padre/madre diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital le pedirá que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para los cuidados que recibirá el bebé. Es recomendado llenar este cuestionario, pero no es obligatorio hacerlo.

¿Qué ocurrirá con el bebé?

El bebé será examinado y, de ser necesario, recibirá tratamiento médico. Luego el bebé se entregará a un hogar preadoptivo.

¿Qué pasará con el padre/madre?

Una vez que los padres hayan entregado a su bebé en forma segura, serán libres de irse.

¿Por qué California hace esto?

La finalidad de la Ley de Entrega de Bebés Sin Peligro es proteger a los bebés del abandono por parte de sus padres y de la posibilidad de que mueran o sufran daños. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Es posible que los padres que cometieron estos actos hayan estado atravesando dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus recién nacidos porque tenían miedo y no tenían adonde recurrir para obtener ayuda. El abandono de un recién nacido lo pone en una situación de peligro extremo. Además es ilegal. Muy a menudo el abandono provoca la muerte del bebé. Ahora, gracias a la Ley de Entrega de Bebés Sin Peligro, esta tragedia ya no debe suceder nunca más en California.

Historia de un bebé

A las 8:30 a.m. del jueves 25 de julio de 2002, se entregó un bebé recién nacido saludable en el St. Bernardine Medical Center en San Bernardino, en virtud de las disposiciones de la Ley de Entrega de Bebés Sin Peligro. Como lo establece la ley, la madre del bebé no se tuvo que identificar. Cuando el bebé llegó a la sala de emergencias, un pediatra lo revisó y determinó que el bebé estaba saludable y no tenía problemas. El bebé fue ubicado con una buena familia, mientras se iniciaban los trámites de adopción.

**Cada recién nacido merece una
oportunidad de tener una vida saludable.
Si alguien que usted conoce está pensando
en abandonar a un recién nacido, infórmele
qué otras opciones tiene.**

Es mejor que las mujeres busquen ayuda para recibir atención médica y asesoramiento adecuado durante el embarazo. Pero al mismo tiempo, queremos asegurarles a los padres que optan por no quedarse con su bebé que no irán a la cárcel si dejan a sus bebés en buenas manos en cualquier sala de emergencia de un hospital o en un cuartel de bomberos del Condado de Los Angeles.

ATTACHMENT C

BACKGROUND AND RESOURCES: CALIFORNIA CHARITIES REGULATION

There is a keen public interest in preventing misuse of charitable contributions. California's "Supervision of Trustees and Fundraisers for Charitable Purposes Act" regulates those raising and receiving charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) tightened Charitable Purposes Act requirements for charitable organization administration and fundraising.

The Charitable Purposes Act rules cover California public benefit corporations, unincorporated associations, and trustee entities. They may include similar foreign corporations doing business or holding property in California. Generally, an organization is subject to the registration and reporting requirements of the Charitable Purposes Act if it is a California nonprofit public benefit corporation or is tax exempt under Internal Revenue Code § 501(c)(3), and not exempt from reporting under Government Code § 12583. Most educational institutions, hospitals, cemeteries, and religious organizations are exempt from Supervision of Trustees Act requirements.

Key new Charitable Purposes Act requirements affect executive compensation, fundraising practices and documentation. Charities with over \$2 million of revenues (excluding grants and service-contract funds a governmental entity requires to be accounted for) have new audit requirements. Charities required to have audits must also establish an audit committee whose members have no material financial interest in any entity doing business with the charity.

Organizations or persons that receive or raise charitable contributions are likely to be subject to the Charitable Purposes Act. A bidder/proposer on Commission and/or Commission contracts must determine if it is subject to the Charitable Purposes Act and certify either that:

- It is not presently subject to the Act, but will comply if later activities make it subject, or,
- If subject, it is currently in compliance.

RESOURCES

The following resource references are offered to assist bidders/proposers who engage in charitable contributions activities, however, each bidder/proposer is responsible to research and determine its own legal obligations and properly complete the Charitable Contributions Certification form.

In California, supervision of charities is the responsibility of the Attorney General, whose website, <http://caag.state.ca.us/>, contains much information helpful to regulated charitable organizations.

1. LAWS AFFECTING NONPROFITS

The "Supervision of Trustees and Fundraisers for Charitable Purposes Act" is found at California Government Code §§ 12580 through 12599.7. Implementing regulations are found at Title 11, California Code of Regulations, §§ 300 through 312. In California, charitable solicitations ("advertising") are governed by Business & Professions Code §§ 17510 through 17510.95. Regulation of nonprofit corporations is found at Title 11, California Code of Regulations, §§ 999.1 through 999.5. (Amended regulations are pending.) Links to all of these rules are at: <http://caag.state.ca.us/charities/statutes.htm>.

2. SUPPORT FOR NONPROFIT ORGANIZATIONS

Several organizations offer both complimentary and fee-based assistance to nonprofits, including in Los Angeles, the *Center for Nonprofit Management*, 606 S. Olive St #2450, Los Angeles, CA 90014 (213) 623-7080 <http://www.cnmsocal.org/>, and statewide, the *California Association of Nonprofits*, <http://www.canonprofits.org/>. Both organizations' websites offer information about how to establish and manage a charitable organization.

The above information, including the organizations listed, is for informational purposes only. Nothing contained in this sub-section shall be construed as an endorsement by the Commission of such organizations.



CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act, which regulates those receiving and raising charitable contributions.

CERTIFICATION		
Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a Community Development Commission (CDC) and/or Commission contract, it will timely comply with them and provide the CDC and/or Commission a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.	YES ()	NO ()
OR		
Proposer of Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.	YES ()	NO ()

Signature

Date

Name and Title (please type or print)

ATTACHMENT D

Form **W-9**
(Rev. January 2003)
Department of the Treasury
Internal Revenue Service

**Request for Taxpayer
Identification Number and Certification**

**Give form to the
requester. Do not
send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). **However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3.** For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Social security number								
or								

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), **and**
2. I am not subject to backup withholding because: **(a)** I am exempt from backup withholding, or **(b)** I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or **(c)** the IRS has notified me that I am no longer subject to backup withholding, **and**
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515**, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

ATTACHMENT C

Environmental Documents

**County of Los Angeles
Community Development Commission**

**DRAFT MITIGATED NEGATIVE DECLARATION
CALIFORNIA ENVIRONMENTAL QUALITY ACT**

PROJECT TITLE: 4th Avenue Park Project

PROJECT DESCRIPTION: The proposed project involves the development of an approximately five-acre neighborhood park. The design would include an accessible pedestrian entrance from 4th Avenue, vehicular circulation into a small parking lot accommodating 20 vehicles, turn around space for emergency vehicles, trash enclosure, two shaded picnic locations, one pre-manufactured restroom building, two universally designed play areas for school age children and toddlers, and a fenced skate boarding area. Additionally, the proposed park design includes several walking trails, an open play field with drought tolerant grasses and a variety of planted areas including an oak grove, an olive orchard, a flowering tree grove, as well as a demonstration planting area featuring drought tolerant California Native plants and Mediterranean plants.

PROJECT LOCATION: The project site is located at 553 South 4th Avenue in the unincorporated Avocado Heights area of La Puente, in Los Angeles County, California. The site encompasses 5 acres on three contiguous undeveloped parcels. Please refer to figures in attached Environmental Assessment: Figure 1 shows the regional location of the project, Figure 2 shows the location of the project within the community of Avocado Heights and Figure 3 shows photos of the existing site conditions.

**MITIGATION MEASURES INCLUDED IN THE PROJECT TO AVOID
POTENTIALLY SIGNIFICANT IMPACTS:**

The following mitigation measures are required:

1. **Hazards.** To ensure that the site is acceptable for park usage, soil in the area of HA-6, as identified in the Phase II Environmental Site Assessment prepared by Rincon Environmental Consultants Inc., dated February 8, 2006, including an Addendum Letter dated February 28, 2006 and a Summary Letter dated March 24, 2006, shall be excavated to a depth of approximately 1 foot below grade and disposed of by appropriately certified personnel in accordance with current regulations. Confirmation samples of the excavation area bottom and sidewalls

shall be performed under the direction of a California Registered Professional Geologist or Civil Engineer. Pesticide levels remaining on the site shall be below US EPA Region IX PRGs for residential land use. Following completion of the removal, the certified personnel shall provide a report to the Community Development Commission of Los Angeles County (LACDC) documenting the removal procedures, the volume of contaminated material removed, and where the material was disposed. This report shall include transportation and disposal manifests or dump tickets.

The following mitigation measures shall be implemented in the unexpected event that prehistoric and/or historic cultural materials are encountered during grading:

2. **Historic, Cultural, and Archaeological Resources.** No archaeological resources are known to be on the project site. Nevertheless, the following are recommended:
 - In the event that archaeological resources are unearthed during project construction, all earth disturbing work within the project's archaeological area of potential effect (APE) or within 50 meters of the find must be temporarily suspended until a qualified archaeologist has evaluated the nature and significance of the find. A Gabrielino representative should monitor any mitigation excavation associated with Native American materials.
 - If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.
3. **Solid Waste Recycling.** Because of ongoing concerns about available landfill capacity, project design shall incorporate space for separate bins for waste and recyclable materials.
4. **Water Supply.** Because of ongoing concerns about regional water supplies, the following shall be incorporated into project design:
 - To the degree feasible, landscaped areas shall be designed with drought-tolerant species. Irrigation shall be accomplished with drip systems. Planting beds shall be heavily mulched in accordance with water-conserving landscape design practice.
 - Restroom facilities shall be fitted with water conserving fixtures, including, but not limited to, low flow faucets and toilets.

The following measure would mitigate impacts to tree removal and the potential for disturbance of nesting birds:

5. **Nesting Birds.** If the project is constructed during the bird breeding season (February 1 through August 31 for non-raptors, and January 15 through September 1 for raptors), a nesting bird pre-construction survey is required to ensure compliance with Fish and Game Code.
6. **Lighting Standards.** The final project design shall incorporate lighting design standards that minimize spill light and eliminate light overflow onto adjacent properties.
7. **Green Building Program.** The project shall be designed and constructed in compliance with the County of Los Angeles Green Building Program. Compliance with all applicable ordinances adopted as part of the Green Building Program would be required, including Ordinances 2008-063, 2008-064, and 2008-065 of the Los Angeles County Code.
8. **Additional Modifications.** Minor changes to the mitigation measures required as a condition of funding approval are permitted, but can only be made with the approval of the Executive Director of the Community Development Commission (CDC) of Los Angeles County.

FINDING OF NO SIGNIFICANT EFFECT. Based on the attached NEPA Environmental Assessment, it has been determined that the project will not have a significant effect on the environment, provided that all suggested mitigation measures are incorporated.

HUD – NEPA – Environmental Assessment

Project Name: 4th Avenue Park Project

HUD – NEPA- ENVIRONMENTAL ASSESSMENT

Project Name: 4th Avenue Park Project

Project Location: The project site is located at 553 South 4th Avenue in the unincorporated Avocado Heights area of La Puente, in Los Angeles County, California. The site encompasses 5 acres on three contiguous undeveloped parcels. Figure 1 shows the regional location of the project, Figure 2 shows the location of the project within the community of Avocado Heights and Figure 3 shows photos of the existing site conditions.

Assessor’s Parcel Number(s): 8206-003-901, 8206-003-900, and 8206-004-900

Statement of Need: The project provides for the development of a neighborhood park.

Project Description: The proposed project involves the development of an approximately five-acre neighborhood park. The design would include an accessible pedestrian entrance from 4th Avenue, vehicular circulation into a small parking lot accommodating 20 vehicles, turn around space for emergency vehicles, trash enclosure, two shaded picnic locations, one pre-manufactured restroom building, two universally designed play areas for school age children and toddlers, and a fenced skate boarding area. Additionally, the proposed park design includes several walking trails, an open play field with drought tolerant grasses and a variety of planted areas including an oak grove, an olive orchard, a flowering tree grove, as well as a demonstration planting area featuring drought tolerant California Native plants and Mediterranean plants.

HUD - NEPA - Environmental Assessment

Project Name: 4th Avenue Park Project

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse Requires Documentation Only	Potentially Adverse Requires More Study	Needs Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
Land Development							
Conformance With Comprehensive Plans and Zoning	X						APNs 8206-003-901, 8206-003-900, and 8206-004-900 on the project site are designated in the Los Angeles County zoning ordinance as A-1, Light Agriculture. The proposed project is a conditionally permitted use within the A-1 zone. Upon approval of a conditional use permit, the proposed project would be consistent with the zoning and land use designations (a).
Compatibility and Urban Impact					X		<p>The project site is in a predominantly suburban residential area. The area has a rural character, as several of the adjacent and nearby properties have horses and chickens. The project site is bordered on the north and west by residential uses. Horses are present on the property adjacent the site to the west. On the east, the site is bordered by an ornamental landscape plant grower and residence. To the south, across 4th Avenue, residential uses with horses and equestrian support facilities such as fencing and small stables are present. Park development would include open grassy areas and passive recreational uses such as walking trails, picnic areas and shade areas as well as a tot playground, and would be compatible with surrounding uses.</p> <p>Safety lighting that is proposed for the project has the potential to affect adjacent residential properties on the west, north and eastern boundaries of the project site. Street lighting exists along S. 4th Avenue at the southern boundary of the project site, but lighting within the project area near the center and northern boundaries of the site could spill over onto adjacent residential properties if mitigation is not included to require lighting design standards. Therefore, mitigation has been included that requires incorporation of lighting design standards into the final design of the project.</p>
Slope	X						Onsite elevations range from 360 to 340 feet (b). The project slopes upward from an approximate elevation of 340 feet at S. 4 th avenue back towards the northern property boundary, which lies at an approximate elevation of 360 feet. Site development is anticipated to utilize the existing topographical slope, which rises 20 feet over an approximate distance of 1000 feet and no slope hazards would be associated with park development (c).
Erosion	X						There is no evidence of substantial erosion problems onsite and none would be expected as a result of proposed activities. (c) Implementation of standard Best Management Practices (BMP's) would decrease the potential for any significant erosion or sedimentation problems. Standard construction practices relating to erosion control would apply, including, but not limited to, the use of straw bales, tarps to cover stockpiled soil, and drainage swales to

HUD - NEPA - Environmental Assessment

Project Name: 4th Avenue Park Project

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse Requires Documentation Only	Potentially Adverse Requires More Study	Needs Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
							control runoff. Grading would be completed utilizing appropriate measures to minimize erosion during construction.
Soil Suitability	X						The project consists of development of a neighborhood park and the only proposed structure is a restroom. The surrounding areas contain habitable structures and there is no evidence of any potential liquefaction or soil instability problems in the vicinity. There is no reason to presume that there would be soil suitability problems associated with implementing the proposed project (c). Site development would include routine soil testing if deemed necessary for installation of the restroom structure, paving and hardscape features. No significant effects related to soil suitability are probable.
Hazards and Nuisances, Including Site Safety					X		<p>A Phase I Environmental Site Assessment (ESA) was conducted for the project site (d). The ESA involved a site reconnaissance and records search of local, state, and federal databases. The results of the Phase I survey indicated that two recognized environmental conditions exist: 1) former use of the site as an avocado grove; and 2) presence of a 55 gallon drum filled with oily water and presence of retail sized containers of gasoline, used motor oil and paint. At the time the site was used by a tree trimming company as a storage and chipping yard. Currently the site is vacant and no evidence of any tree trimming activity or chemical containers remains.</p> <p>A Phase II Environmental Site Assessment prepared by Rincon Consultants Inc., dated February 8, 2006, including an Addendum Letter dated February 28, 2006 and a Summary Letter dated March 24, 2006, confirm the presence of pesticides that exceed the US EPA Region IX Preliminary Remediation Goals (PRGs) for residential land use in the vicinity of sample site HA-6 to a depth of approximately 1 foot below grade. Excavation of contaminated soil would be needed prior to park occupancy. Mitigation Measures 1 would be required.</p>
Energy Consumption	X						Project operation would involve minimal energy consumption, for operation of lighting and restroom facilities. No significant impact to the availability of energy resources is expected. The project would comply with state energy conservation requirements.
Noise							
Effects of Ambient Noise on Project and Contribution to Community Noise Levels	X						<p>Project construction would generate short-term noise level increases. Local noise ordinances would apply.</p> <p>The project site is located in a quiet suburban residential neighborhood and ambient noise levels would not have an effect on park users.</p>

HUD - NEPA - Environmental Assessment

Project Name: 4th Avenue Park Project

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse Requires Documentation Only	Potentially Adverse Requires More Study	Needs Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
							<p>Park usage would contribute to an increase in noise generated from voices of park users and vehicles at the site. Normal conversational levels occur at approximately 45-50 dBA, and sound attenuates at approximately 3dB per doubling of distance. It is anticipated that the park would generate between eight and 40 trips per day based on trip generation estimates from ITE (1.59 to 8 trips/acre) (e). Since the project site is five acres, this equates to a maximum of 40 daily trips. In addition, the maximum number of vehicle spaces would not exceed 20 and the noise generated by vehicles is association with park usage and park patrons would not be expected to contribute to an exceedance of HUD's 65 dBA Ldn standard for residential uses.</p>
Air Quality							
Effects of Ambient Air Quality on Project and Contribution to Community Air Pollutant Levels	X						<p>The project involves the development of a neighborhood park on a predominately vacant five acre site. Temporary air pollutant emissions would be generated during construction; however, all grading and construction activity would be required to comply with applicable South Coast Air Quality Management District (SCAQMD) rules, including Rule 403 (fugitive dust). (f) (q)</p> <p>Operation of the proposed park is anticipated to generate higher long-term air pollutant emissions than the current use, as the site is predominately vacant, which would result in an overall net increase of vehicle trips. This increase, however, would be incremental and emissions would not exceed local significance thresholds.</p>
Environmental Design and Historic Values							
Visual Quality - Coherence, Diversity, Compatible Use, and Scale	X						<p>The proposed project involves development of a park within a predominantly suburban setting. Park features are anticipated to include play equipment, play areas, a restroom, open grassy areas, landscaping, park benches, shade structures and picnic areas. These features are small-scale passive recreational components that would be compatible with the quiet surrounding uses (c).</p>
Historic, Cultural, and Archaeological Resources					X		<p>Historic and archaeological evaluations for the project site have been completed (g, h). The project is not expected to disturb either historic or archaeological resources; nevertheless, mitigation measure 2 is required in case previously unknown resources are discovered during initial construction grading. If previously unidentified archaeological resources are identified during grading or construction, work will need to be temporarily suspended while the find is evaluated by a qualified archaeologist.</p>

HUD - NEPA - Environmental Assessment

Project Name: 4th Avenue Park Project

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse Requires Documentation Only	Potentially Adverse Requires More Study	Needs Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
Socioeconomic Conditions							
Demographic/Character Changes	X						The proposed project would supplement existing recreational facilities and would not change the demographic character of the area.
Displacement	X						No habitable structures are located on site, and displacement would not occur as a result of project development (c).
Employment and Income Patterns	X						The project would generate short-term employment opportunities during construction. No adverse impacts to employment or income patterns are expected.
Community Facilities and Services							
Educational Facilities	X						The proposed project involves the construction of a park. The project would not generate any housing or long term employment opportunities and as such, would not generate any new students or otherwise affect educational facilities. No adverse effects to educational facilities would occur.
Commercial Facilities	X						The proposed project involves construction of a park and would not adversely affect commercial facilities.
Health Care	X						The proposed project involves construction of a park. The project would not increase residential density in the area, and as such would not have any effect on demand for health care services in the area. No adverse effect upon health care service is expected.
Social Services	X						The proposed project would result in the development of public recreational facilities. No impact to social services is anticipated.
Solid Waste					X		Construction activity would generate solid waste in the short-term. Per Chapter 20.87.040 (Construction and Demolition Recycling) of the Los Angeles County Code, at least 50% of the construction phase material must be recycled or reused. The proposed project would result in expansion of public recreational facilities. The facilities would include passive recreational uses, would not involve concessions and thus would not generate any waste. However, solid waste receptacles and pickup would be necessary for park operations to maintain a clean recreational environment.
Waste Water	X						The proposed project would result in an incremental increase in wastewater generation as compared to the existing site. The new park would include one restroom building. The incremental increase in waste water as a result of the one building would have no impact on existing waste water facilities. In addition the project would be constructed to LEED Silver standards, which would result in a more water efficient building as compared to previous.
Storm Water	X						All construction activity would be required to comply with National Pollution Discharge Elimination System (NPDES)

HUD - NEPA - Environmental Assessment

Project Name: 4th Avenue Park Project

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse Requires Documentation Only	Potentially Adverse Requires More Study	Needs Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
							permit requirements related to construction to prevent erosion, siltation, and transport of urban pollutants, implemented. The proposed project would be required to adhere to the County of Los Angeles Ordinance number 2008-0063 Low Impact Development (LID) Standards, which encourages site sustainability and smart growth in a manner that respects and preserves the characteristics of the County's watersheds, drainage paths, water supplies, and natural resources. No impacts would occur.
Water Supply					X		Water would be required during the construction phase and for landscape maintenance. As required per County of Los Angeles Ordinance number 2008-0065 Green Building, the project would be constructed to LEED Silver standards, which would result in a more water efficient building as compared to previous site uses. Due to ongoing concerns about water supply in the southern California region, water conservation measures should be incorporated into the design of the project in compliance with Mitigation Measure 4.
Public Safety Police	X						The Los Angeles County Sheriff's Department's Industry Station, located at 5019 East 3 rd Street in East Los Angeles (about 11 miles west of the site), provides police protection services in the project vicinity (j). The proposed project would not increase the population in the vicinity of the project, nor would it increase the demand for police protection services. Safety impacts are not expected if the project complies with applicable safety requirements.
Fire	X						The Los Angeles County Fire Department Station 87 provides fire protection to the site. It is located at 140 South 2 nd Avenue in East Los Angeles, about 0.7 mile north of the project site (i). The project site is already served by the fire station, and park development would not result in increased demand for fire protection service. Therefore, assuming compliance with Fire Code requirements, significant impacts are not anticipated.
Emergency Medical	X						The Los Angeles County Fire Department would provide emergency medical service for the project from Station 87 (i). Victims could be taken to a number of area hospitals, including Queen of the Valley, Kaiser Baldwin, or USC Trauma Center (i). The project would not generate any additional population, and thus would not increase demand for emergency services. Thus, significant effects are not anticipated.
Open Space And Recreation Open Space	X						No designated open space areas are located near the project site (c). The project would not adversely affect any areas designated as public open space.
Recreation		X					The proposed project consists of park development.

HUD - NEPA - Environmental Assessment

Project Name: 4th Avenue Park Project

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse Requires Documentation Only	Potentially Adverse Requires More Study	Needs Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
							Development of this park will supplement the existing recreational opportunities within the community of Avocado Heights and would result in a potentially beneficial impact on area recreation.
Cultural Facilities	X						The proposed project would not adversely affect any cultural facilities (c).
Transportation	X						The proposed project would generate a maximum net increase of approximately 40 average daily vehicle trips (e). Since the project consists of a neighborhood park, those utilizing the park are not likely to travel significant distances on the local circulation system. Therefore, significant impacts are not anticipated.
Natural Features							
Water Resources	X						The proposed project consists of park development and no water resources are present on site. (C) The project would not adversely affect any water resources. (c).
Surface Water	X						No natural or artificial surface water exists on the project site. (c). Therefore, no impacts to surface water would occur.
Watercourses	X						<p>San Jose Creek, a tributary to the San Gabriel river is located approximately 0.5 mile south of the project site. Park development has the potential to contribute sediment during construction activities; however, implementation of a stormwater pollution prevention plan during construction, as required under the National Pollutant Discharge Elimination System (NPDES) general construction permit, would reduce the potential for adverse impacts to a level of insignificance.</p> <p>Following construction, project site runoff would increase due to the development of hardscape elements such as surface parking and sidewalks. Additionally, pollutants such as grease and oil from parking areas and pesticides/fertilizers from the landscaped areas could be transported by water to the storm drain system that enters San Jose Creek approximately 0.5 mile south of the project area. However, a storm water management plan that incorporates Best Management Practices (BMPs) for the long-term operation of the site would be required and implemented in accordance with NPDES requirements to insure that there is no net increase in runoff, and that pollutants are not washed from the site to the storm drain system.</p> <p>Upon completion, the elimination of bare ground within the project area in association with runoff reduction has the potential to decrease the amount of sediment that is transported to San Jose Creek through the storm drain system and would result in long term beneficial impacts to</p>

HUD - NEPA - Environmental Assessment

Project Name: 4th Avenue Park Project

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse Requires Documentation Only	Potentially Adverse Requires More Study	Needs Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
							water quality.
Unique Natural Features and Agricultural Lands	X						The proposed project would not affect any unique natural features. No active agricultural lands are present within or adjacent to the project area (c).
Vegetation and Wildlife					X		<p>The project site contains ruderal vegetation and mature ornamental trees and shrubs. Trees within the project area range from 40-80 feet and include olive, Mexican fan palm, island ironwood, and walnut. Shrubs within the project area include bougainvillea and oleander. A family of pigeons was observed traversing the ground within the project area; however, no wild animals or sensitive birds were observed during the site visit (c). Several of the trees within the project area have the potential to provide nesting/foraging habitat for raptors and nesting habitat for migratory birds. Migratory birds and raptors are protected under the Migratory Bird Treaty Act and California Fish and Game Code. The Migratory Bird Treaty Act establishes a federal prohibition to pursue, hunt, take, capture, or kill any migratory bird. Section 3503.5 of the Fish and Game Code protects birds of prey and their nests and eggs against take, possession, or destruction, while Section 3503 provides protection to other nesting birds.</p> <p>Removal of these ornamental trees has the potential to disturb nesting birds if present during site clearing activities. Mitigation has been included that would require a pre-construction survey for nesting birds with subsequent avoidance if found.</p> <p>Aside from potential nesting habitat, no important biotic communities were observed on the site, nor are they expected to be present, given the site's setting in a developed and disturbed environment. Therefore, with incorporation of mitigation requiring pre-construction nesting bird surveys, the project is not expected to affect sensitive vegetation or wildlife.</p>
Long-Term Effects							
Growth-Inducing Impacts	X						The proposed project consists of development of a park to serve the needs of the surrounding community. Project development would not induce population growth or infrastructure that could facilitate population growth.
Cumulative Effects	X						The proposed project would provide additional recreational opportunities for surrounding residents. The project would not contribute substantially to environmental impacts that are cumulatively considerable.

HUD - NEPA - Environmental Assessment

Project Name: 4th Avenue Park Project

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse Requires Documentation Only	Potentially Adverse Requires More Study	Needs Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
Green House Gas Emissions	X						<p>The project site consists of predominately vacant land and is located in a suburban area in the community of Avocado Heights. The proposed project involves construction of a new neighborhood park. The California Air Pollution Control Officers Association (CAPCOA) has developed a list of consistency thresholds for GHG emissions. The CAT strategies are recommended to reduce GHG emissions at a statewide level to meet the goals of the Executive Order S-3-05. The proposed project would be consistent with CAT strategies and measures suggested in the Attorney General's Greenhouse Gas Reduction Report.</p> <p>In addition, the California Office of Planning and Research (OPR) CEQA Guidelines include recommended mitigation strategies to reduce GHG impacts. According to this document, mitigation measures may include:</p> <ol style="list-style-type: none"> 1. Potential measures to reduce wasteful, inefficient and unnecessary consumption of energy during construction, operation, maintenance and/or removal. 2. The potential of siting, orientation, and design to minimize energy consumption, including transportation energy, water conservation and solid-waste reduction. 3. The potential for reducing peak energy demand. 4. Alternate fuels (particularly renewable ones) or energy systems. 5. Energy conservation which could result from recycling efforts. <p>A reduction in vehicle use and vehicle miles traveled can result in a reduction in fuel consumption and in air pollutant emissions, including GHG emissions. Recent research indicates that infill development reduces VMT and associated air pollutant emissions, as compared to development on sites at the periphery of metropolitan areas, also known as "greenfield" sites. Onsite development would involve infill in a suburbanized area, which results in intensification and reuse of already developed lands as opposed to low density development on undeveloped lands.</p> <p>As required per County of Los Angeles Ordinance number 2008-0065 Green Building, the proposed project would be constructed to LEED Silver standards, which would result in higher energy efficiency as compared to traditional design. LEED Silver standards would also result in the project being consistent with CAT and Attorney General Strategies as well as OPR strategies discussed above. Furthermore, LEED Silver standards would result in operations</p>

HUD - NEPA - Environmental Assessment

Project Name: 4th Avenue Park Project

Impact Categories	No Impact Anticipated	Potentially Beneficial	Potentially Adverse Requires Documentation Only	Potentially Adverse Requires More Study	Needs Mitigation	Requires Project Modification	Source or Documentation (See Attached References)
							associated with the proposed park being more efficient than existing parks in the area. No impact anticipated relating to Green House Gas emissions.

HUD - NEPA - Environmental Assessment

Project Name: 4th Avenue Park Project

HUD Statutory Checklist

[24CFR §58.5]

Area of Statutory/ Regulatory Compliance	Not Applicable To this Project	Consultation Required and Completed	Permits Required and Obtained	Project Consistent with Applicable Policies	Conditions and/or Mitigation Actions Required	Note Compliance Documentation
Historic Properties 36 CFR 800 (CDBG) 36 CFR 801 (UDAG)					X	Historic and archaeological evaluations have been completed for the proposed project. (g, h). The project is not expected to disturb either historic or archaeological resources; nevertheless, mitigation measure 2 is required in case previously unknown resources are discovered during initial construction grading. If previously unidentified archaeological resources are identified during grading or construction, work will need to be temporarily suspended while the find is evaluated by a qualified archaeologist.
Floodplain Management 42 FR 26951	X					The project site is within as zone "X" on the FEMA Flood Insurance Rate Map (Panel # 06037C1700F), which is an area determined to be outside the 0.2% annual chance flood plain. (k)
Wetlands Protection 42 FR 26951	X					According to the U.S. Fish and Wildlife Service's Wetlands Online Mapper, (m) no wetlands are located on or adjacent to the project site.
Coastal Zone Plan 16 U.S.C. 1451	X					The project site is not located in a coastal zone (c).
Sole Source Aquifers 42 U.S.C. 201, 300(g) and 21 U.S.C. 349	X					The project site is not located within an area supported by a sole source aquifer. No sole source aquifers exist within Los Angeles County. No significant impact to sole source aquifers would occur. (o)
Endangered Species 16 U.S.C. 1531	X					The project site is highly disturbed from equestrian use and from previous uses including residences and a tree trimming staging area. According to the California Natural Diversity Database, an inventory of the status and location of rare plants and animals in California which is maintained by the California Department of Fish and Game, no endangered species are known to occur on the project site or within a one mile radius of the project site. No endangered species were observed during the site visit or likely to occur at the project site. (n) (c)
Wild and Scenic Rivers 16 U.S.C. 1271	X					No wild or scenic rivers are located in the site vicinity (c).

HUD - NEPA - Environmental Assessment

Project Name: 4th Avenue Park Project

Area of Statutory/ Regulatory Compliance	Not Applicable To this Project	Consultation Required and Completed	Permits Required and Obtained	Project Consistent with Applicable Policies	Conditions and/or Mitigation Actions Required	Note Compliance Documentation
Air Quality Protection 42 U.S.C. 7401	X					<p>The project site is located in the South Coast Air Basin, which is a federally designated nonattainment area for ozone and particulate matter (PM_{2.5} and PM₁₀). Park patrons would therefore be exposed to potentially unhealthy ambient air because this regional condition cannot be feasibly mitigated. Traffic associated with the project would incrementally increase air pollutant emissions, but such emissions would not exceed locally adopted significance thresholds or hinder attainment of federal air quality standards (f).</p> <p>Existing SCAQMD regulations restrict the emissions of dust and fumes during construction and the project would be required to conform to these requirements.</p>
Farmland Protection 7 U.S.C. 4201	X					<p>There was no farmland observed on or near the project site, nor is any farmland identified in the vicinity by the California Farmland Mapping and Monitoring Program. (c) (p)</p>
Environmental Justice Executive Order 12898	X					<p>The project would provide additional employment opportunities in the community during construction and would provide community recreational options for area residents. The project would not expose low-income or minority populations to any environmental justice concerns.</p>
HUD Environmental Standards, 24 CFR 51 as amended						
Noise Abatement 24 CFR 51B	X					<p>Project construction would generate short-term noise level increases. Local noise ordinances would apply.</p> <p>Operational activities associated with the proposed project would not generate substantial noise and would not significantly affect surrounding land uses. The proposed project would generate a maximum of 40 average daily vehicle trips on local roadways (e). This level of traffic would not contribute to an audible increase in noise on the local circulation system.</p>

HUD - NEPA - Environmental Assessment

Project Name: 4th Avenue Park Project

Area of Statutory/ Regulatory Compliance	Not Applicable To this Project	Consultation Required and Completed	Permits Required and Obtained	Project Consistent with Applicable Policies	Conditions and/or Mitigation Actions Required	Note Compliance Documentation
Toxic/Hazardous/Radi oactive Materials, Contamination, Chemicals or Gases 24 CFR 58.5(i)(2)					X	As discussed under "Hazards and Nuisances, Including Site Safety," potential hazards could include the potential pesticide contamination in site soils. Testing and excavation of contaminated soil would be needed prior to park construction. No aspect of the proposed park would generate toxic or hazardous substances or radioactive materials.
Siting of HUD- Assisted Projects near Hazardous Operations 24 CFR 51 C					X	As discussed above, potential hazards could include the potential for pesticide contamination in site soils. Testing and excavation of contaminated soil would be needed prior to park construction. No hazardous operations are known to occur near the project site.
Airport Clear Zones 24 CFR 51D	X					The project site is not near an airport, and is not located in an airport clear zone (c).

HUD - NEPA - Environmental Assessment

Project Name: 4th Avenue Park Project

Summary of Findings and Conclusions:

The proposed project involves the development of a universally accessible five-acre neighborhood park. The design will include an accessible pedestrian site entrance from 4th Avenue, vehicular circulation into a small parking lot accommodating 20 vehicles, turn around space for emergency vehicles, trash enclosure, two shaded picnic locations, one pre-manufactured restroom building, two universally designed play areas for school age children and toddlers, a fenced skate boarding area, several walking trails and a variety of planted areas (oak grove, olive orchard, flowering tree grove, demonstration plantings featuring drought tolerant California Native plants and Mediterranean plants, open play field with drought tolerant grasses). The site is zoned A-1, and the proposed neighborhood park is a conditionally permitted use within this zone. Upon approval of a conditional use permit, the project would be consistent with zoning.

The project site is located in an area characterized by predominantly suburban residential development. The proposed project would generally be compatible with the scale and visual character of the surrounding area, as the park incorporates passive recreational features. The project has the potential to result in adverse impacts as a result of lighting that could spill over onto adjacent properties. However, mitigation has been incorporated that would require the final design to incorporate lighting design standards that would eliminate light overspill onto adjacent properties. The project would generate noise that would exceed the 65 dBA threshold for exterior ambient levels at the boundaries of sensitive receptors. No watercourses or water resources are located on-site or in the immediate project area. San Jose creek is located approximately 0.5 mile south of the project site and mitigation has been incorporated that would reduce the potential for operational water contaminants to be transported via the stormdrains. The project is located in an area with minimal flood potential.

The site supports ruderal vegetation and ornamental shrubs, along with mature ornamental trees. No threatened or endangered wildlife has been recorded in the area, nor was any observed, or is it expected to occur, given the site's highly disturbed condition from previous residential and equestrian uses and use as a staging area for tree trimming operations. The project has the potential to disturb nesting birds if present during site clearing activities. Mitigation has been incorporated that would necessitate pre-construction surveys for nesting birds and subsequent avoidance if found.

The project would not significantly affect public facilities or public services in the area. Implementation of the project would create short-term employment opportunities during construction, but would not affect long-term employment patterns. The proposed project is not expected to disturb either historic or archaeological resources; nevertheless, mitigation is required in case previously unknown resources are discovered during initial construction grading. If previously unidentified archaeological resources are identified during grading or construction, work will need to be temporarily suspended while the find is evaluated by a qualified archaeologist.

The proposed project would not consume substantial quantities of water or energy, or generate substantial quantities of solid waste or wastewater. Nevertheless, water conservation measures and recycling facilities should be incorporated into project design.

The project would conform to all applicable federal, state, and regional air pollution control regulations, both short- and long-term, and would not significantly affect local or regional air quality.

HUD - NEPA - Environmental Assessment

Project Name: 4th Avenue Park Project

The project would incrementally increase daily traffic volumes in the immediate area by generating a maximum of 40 trips per day; however, project-generated traffic would not significantly affect local roadways. Hazards associated with the site include the potential presence of soil contamination resulting from the former historical agricultural use as an avocado grove. These conditions are mitigated through the excavation and proper disposal of contaminated soils.

Summary of Environmental Conditions:

The project site has a few old posts and some old bricks from historical uses, vacant land, and a vegetative community composed of ruderal herbaceous species, and ornamental trees and shrubs. No wildlife was observed on-site.

Project Modifications and Alternatives Considered:

No unavoidably significant impacts were identified for the proposed project. Therefore, project alternatives or modifications have not been considered.

Mitigation Measures Required:

The following mitigation measures are required:

- 1. Hazards.** To ensure that the site is acceptable for park usage, soil in the area of HA-6, as identified in the Phase II Environmental Site Assessment prepared by Rincon Environmental Consultants Inc., dated February 8, 2006, including an Addendum Letter dated February 28, 2006 and a Summary Letter dated March 24, 2006, shall be excavated to a depth of approximately 1 foot below grade and disposed of by appropriately certified personnel in accordance with current regulations. Confirmation samples of the excavation area bottom and sidewalls shall be performed under the direction of a California Registered Professional Geologist or Civil Engineer. Pesticide levels remaining on the site shall be below US EPA Region IX PRGs for residential land use. Following completion of the removal, the certified personnel shall provide a report to the Community Development Commission of Los Angeles County (LACDC) documenting the removal procedures, the volume of contaminated material removed, and where the material was disposed. This report shall include transportation and disposal manifests or dump tickets.

The following mitigation measures shall be implemented in the unexpected event that prehistoric and/or historic cultural materials are encountered during grading:

- 2. Historic, Cultural, and Archaeological Resources.** No archaeological resources are known to be on the project site. Nevertheless, the following are required:
 - In the event that archaeological resources are unearthed during project construction, all earth disturbing work within the project's archaeological area of potential effect (APE) or within 50 meters of the find must be temporarily suspended until a qualified archaeologist has evaluated the nature and significance of the find. A Gabriolino representative should monitor any mitigation excavation associated with Native American materials.

HUD - NEPA - Environmental Assessment

Project Name: 4th Avenue Park Project

- If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.
3. **Solid Waste Recycling.** Because of ongoing concerns about available landfill capacity, project design shall incorporate space for separate bins for waste and recyclable materials.
 4. **Water Supply.** Because of ongoing concerns about regional water supplies, the following shall be incorporated into project design:
 - To the degree feasible, landscaped areas shall be designed with drought-tolerant species. Irrigation shall be accomplished with drip systems. Planting beds shall be heavily mulched in accordance with water-conserving landscape design practice.
 - Restroom facilities shall be fitted with water conserving fixtures, including, but not limited to, low flow faucets and toilets.

The following measure would mitigate impacts to tree removal and the potential for disturbance of nesting birds:

5. **Nesting Birds.** If the project is constructed during the bird breeding season (February 1 through August 31 for non-raptors, and January 15 through September 1 for raptors), a nesting bird pre-construction survey is required to ensure compliance with Fish and Game Code.
6. **Lighting Standards.** The final project design shall incorporate lighting design standards that minimize spill light and eliminate light overflow onto adjacent properties.
7. **Green Building Program.** The project shall be designed and constructed in compliance with the County of Los Angeles Green Building Program. Compliance with all applicable ordinances adopted as part of the Green Building Program would be required, including Ordinances 2008-063, 2008-064, and 2008-065 of the Los Angeles County Code.
8. **Additional Modifications.** Minor changes to the mitigation measures required as a condition of funding approval are permitted, but can only be made with the approval of the Executive Director of the Community Development Commission (CDC) of Los Angeles County.

HUD - NEPA - Environmental Assessment

Project Name: 4th Avenue Park Project

References:

- a. Project Description. LACDC. (PRINTED)
- b. USGS 7.5' Baldwin Park and El Monte Quadrangles. 1966, photorevised 1981. (PRINTED)
- c. Cori Lindbeck-Vaught, Rincon Consultants, Site Visit, November 8, 2005. (FIELD)
- d. Rincon Consultants, Draft Environmental Site Assessment Report: APNs 8206-004-044, 8206-003-022 & 8206-003-014. (PRINTED)
- e. Institute of Transportation Engineers, Trip Generation, 7th Edition, Volume 2. (PRINTED) The estimate was calculated based on a rate of 8 daily trips per acre of park (5 acres x 8 = 40 trips).
- f. South Coast Air Quality Management District, <http://www.aqmd.gov>, accessed online May 2010. (ELECTRONIC)
- g. San Buenaventura Research Associates, Judy Triem (Historic Resources), Section 106 Evaluation, November 17, 2005. (PRINTED)
- h. Conejo Archaeological Consultants, Phase 1 Archaeological Investigation of Approximately Five Acres for the Avocado Heights Park Project. 553 S. 4th Avenue, Unincorporated Avocado Heights, La Puente, California. November 17, 2005. (PRINTED)
- i. Los Angeles County Fire Department, personal communication, November 17, 2005. (CONTACT)
- j. Los Angeles County Sheriff's Department, personal communication, November 17, 2005. (CONTACT)
- k. FEMA Federal Flood Insurance Rate Map, Los Angeles County, 2008. (PRINTED)
- l. Rincon Consultants, Inc., Phase II Environmental Site Assessment dated February 8, 2006, including an Addendum Letter dated February 28, 2006 and a Summary Letter dated March 24, 2006. (PRINTED)
- m. United States Fish and Wildlife Service, Wetlands Online Mapper, http://wetlandfws.er.usgs.gov/imf/imf.jsp?site=NWI_CONUS, accessed online May, 2010. (ELECTRONIC)
- n. California Department of Fish and Game, California Natural Diversity Database, <http://www.dfg.ca.gov/biogeodata/cnddb/>, accessed May, 2010. (ELECTRONIC)
- o. Environmental Protection Agency, Sole Source Aquifer Locator Region Nine, <http://www.epa.gov/region09/water/groundwater/ssa.html>, accessed online May, 2010. (ELECTRONIC)

HUD - NEPA - Environmental Assessment

Project Name: 4th Avenue Park Project

- p. California Department of Conservation, Division of Land Resource Protection, Farmland Mapping and Monitoring Program, Los Angeles County Important Farmland Map 2008, <ftp://ftp.consrv.ca.gov/pub/dlrp/FMMP/pdf/2008/los08.pdf>, accessed online May, 2010. (ELECTRONIC)
- q. National Wild and Scenic Rivers System, <http://www.rivers.gov/wildriverslist.html#ca>, accessed online May, 2010. (ELECTRONIC)

HUD - NEPA - Environmental Assessment

Project Name: 4th Avenue Park Project

1. Is the project in compliance with applicable laws and regulations? Yes No
2. Is an EIS required? Yes No
3. A Finding of No Significant Impact (FONSI) can be made. The project will not significantly affect the quality of the human environment. Yes No

Basic Reasons Supporting Decision:

The proposed project involves the development of a park that will help meet the community's needs for recreational facilities. The project site does not have any significant constraints to development of the proposed facility. With the recommended mitigation measures, the proposed project is not expected to contribute to significant impacts to the environment, and a Finding of No Significant Impact can be made.

The following mitigation measures are required:

Mitigation Measures Required:

The following mitigation measures are required:

1. **Hazards.** To ensure that the site is acceptable for park usage, soil in the area of HA-6, as identified in the Phase II Environmental Site Assessment prepared by Rincon Environmental Consultants Inc., dated February 8, 2006, including an Addendum Letter dated February 28, 2006 and a Summary Letter dated March 24, 2006, shall be excavated to a depth of approximately 1 foot below grade and disposed of by appropriately certified personnel in accordance with current regulations. Confirmation samples of the excavation area bottom and sidewalls shall be performed under the direction of a California Registered Professional Geologist or Civil Engineer. Pesticide levels remaining on the site shall be below US EPA Region IX PRGs for residential land use. Following completion of the removal, the certified personnel shall provide a report to the Community Development Commission of Los Angeles County (LACDC) documenting the removal procedures, the volume of contaminated material removed, and where the material was disposed. This report shall include transportation and disposal manifests or dump tickets.

The following mitigation measures shall be implemented in the unexpected event that prehistoric and/or historic cultural materials are encountered during grading:

2. **Historic, Cultural, and Archaeological Resources.** No archaeological resources are known to be on the project site. Nevertheless, the following are required:
 - In the event that archaeological resources are unearthed during project construction, all earth disturbing work within the project's archaeological area of potential effect (APE) or within 50 meters of the find must be temporarily suspended until a qualified archaeologist has evaluated

HUD - NEPA - Environmental Assessment

Project Name and Identification Number: First Street Apartments/98-3041

the nature and significance of the find. A Gabrielino representative should monitor any mitigation excavation associated with Native American materials.

- If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.
3. **Solid Waste Recycling.** Because of ongoing concerns about available landfill capacity, project design shall incorporate space for separate bins for waste and recyclable materials.
 4. **Water Supply.** Because of ongoing concerns about regional water supplies, the following shall be incorporated into project design:
 - To the degree feasible, landscaped areas shall be designed with drought-tolerant species. Irrigation shall be accomplished with drip systems. Planting beds shall be heavily mulched in accordance with water-conserving landscape design practice.
 - Restroom facilities shall be fitted with water conserving fixtures, including, but not limited to, low flow faucets and toilets.

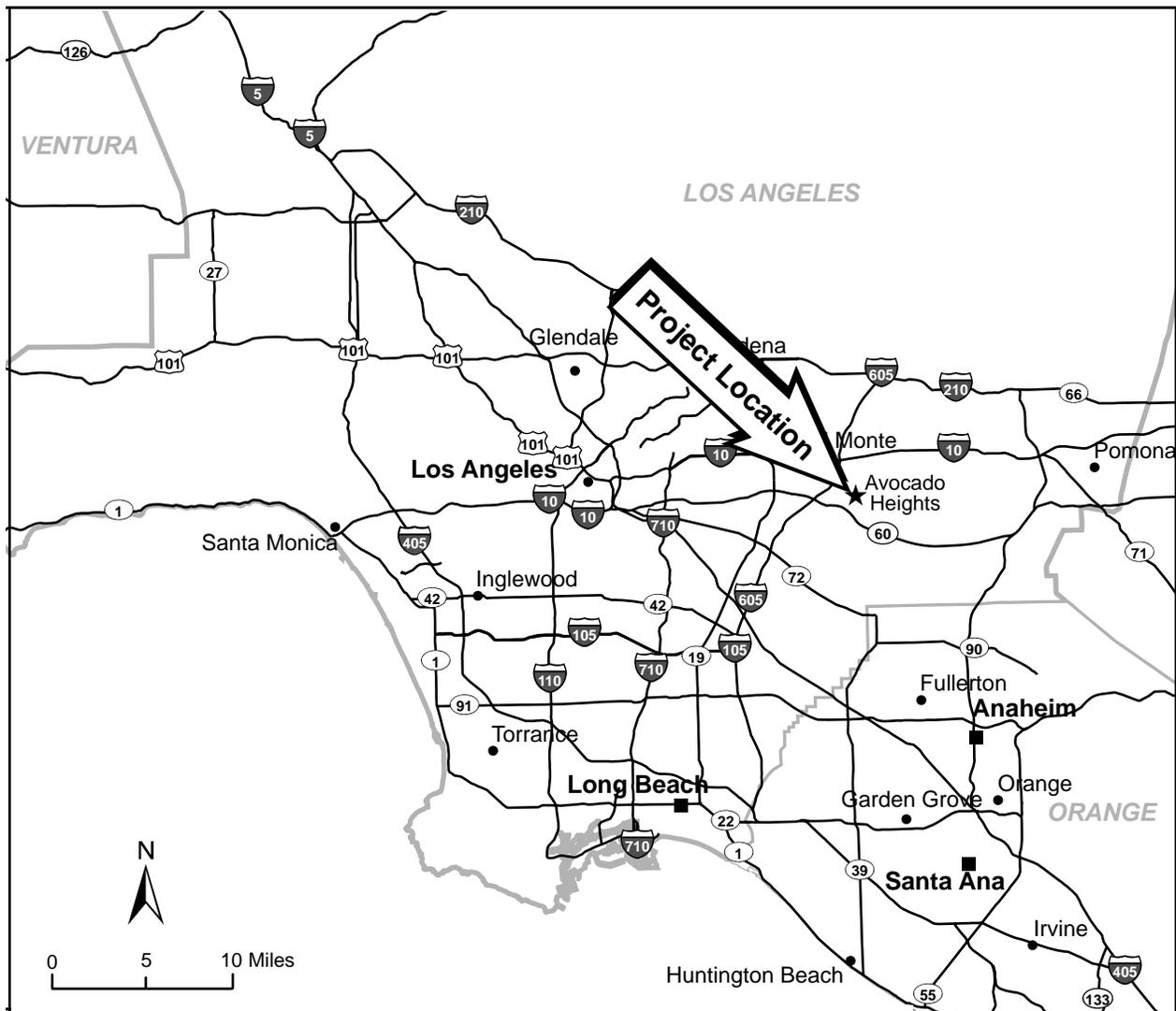
The following measure would mitigate impacts to tree removal and the potential for disturbance of nesting birds:

5. **Nesting Birds.** If the project is constructed during the bird breeding season (February 1 through August 31 for non-raptors, and January 15 through September 1 for raptors), a nesting bird pre-construction survey is required to ensure compliance with Fish and Game Code.
6. **Lighting Standards.** The final project design shall incorporate lighting design standards that minimize spill light and eliminate light overflow onto adjacent properties.
7. **Green Building Program.** The project shall be designed and constructed in compliance with the County of Los Angeles Green Building Program. Compliance with all applicable ordinances adopted as part of the Green Building Program would be required, including Ordinances 2008-063, 2008-064, and 2008-065 of the Los Angeles County Code.
8. **Additional Modifications.** Minor changes to the mitigation measures required as a condition of funding approval are permitted, but can only be made with the approval of the Executive Director of the Community Development Commission (CDC) of Los Angeles County.

HUD - NEPA - Environmental Assessment

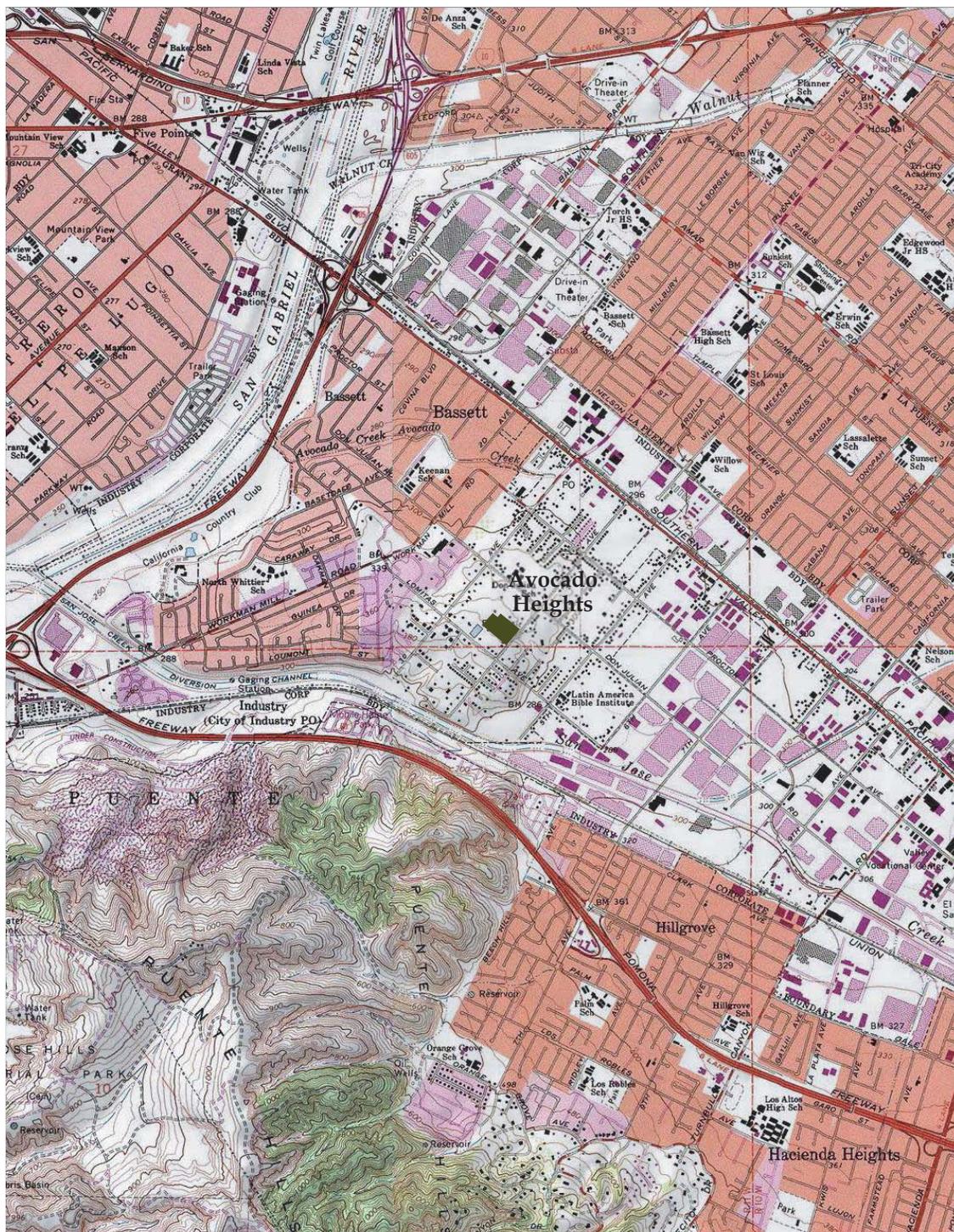
Project Name and Identification Number: First Street Apartments/98-3041

Prepared by:	<u>Patrick Nichols</u>	Title:	<u>Project Manager</u>
Date:	<u>July 12, 2010</u>		
Concurred in:	<u>Donald Dean</u>	Title:	<u>Environmental Officer, Community Development Commission of the County of Los Angeles</u>
Date:	<u>July 13, 2010</u>		

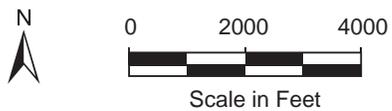


Regional Location

Figure 1



Source: National Geographic TOPOI, 2002, El Monte, 1981



Site Location

Figure 2



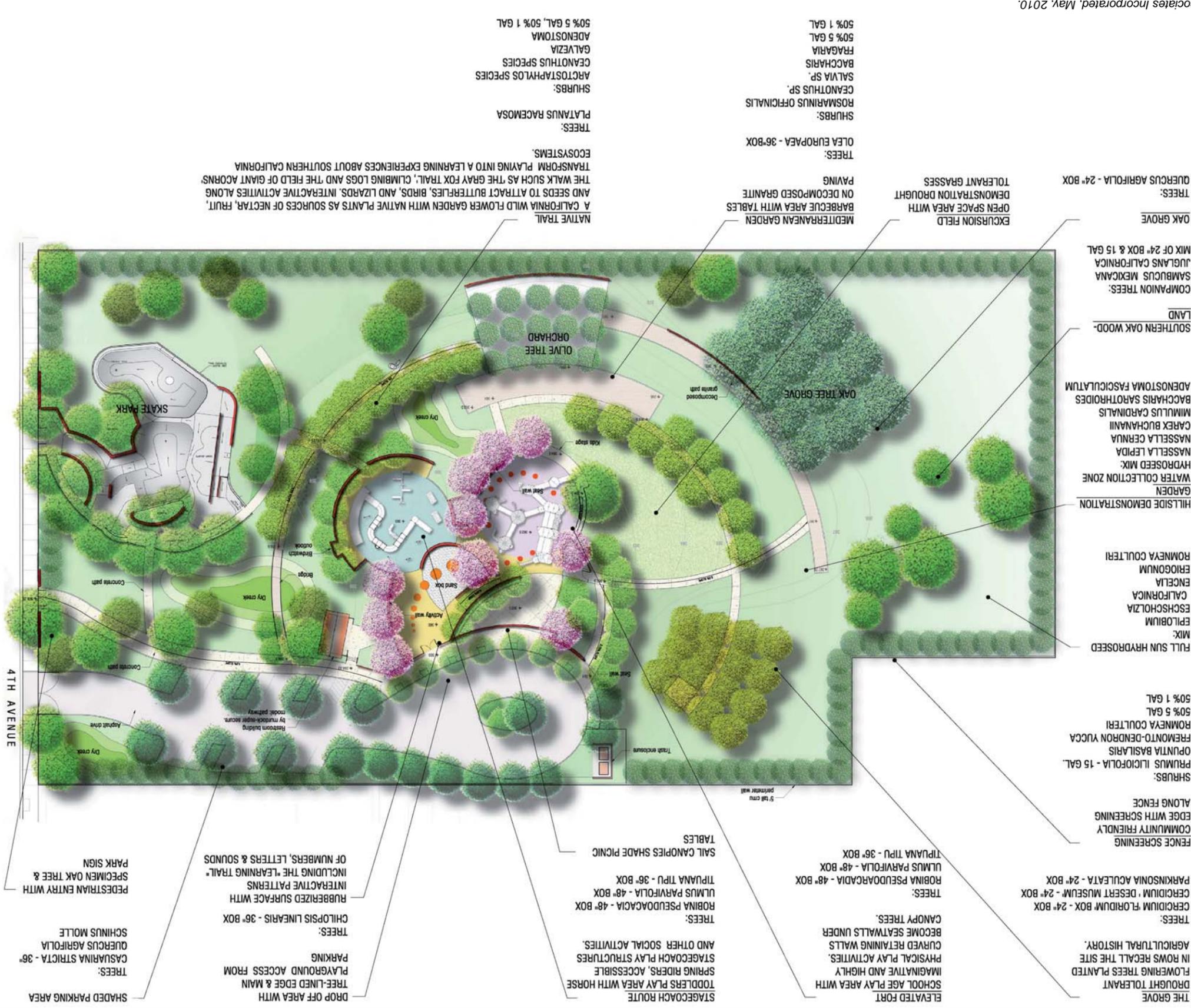
Photo 1 - Typical view of 4th Avenue Park site looking southeast from center of the site.



Photo 2 - Typical view of 4th Avenue Park site looking northwest from center of the site.

Site Photographs

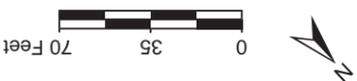




Source: Katherine Spitz Associates Incorporated, May, 2010.

Site Plan

Figure 4



SAN BUENAVENTURA RESEARCH ASSOCIATES

MEMORANDUM

1328 Woodland Drive • Santa Paula CA • 93060

805/525-1909
Fax 805/525-1597
sbra@historicrosources.com
www.historicrosources.com

To: Joe Power, Rincon Consultants, Inc.
From: Judy Triem, San Buenaventura Research Associates
Date: 17 November 2005, revised 13 July 2010
Re: **Section 106 Evaluation, 4th Avenue Park Project Revised**

1. Description of Undertaking

The Los Angeles County Community Development Commission plans to use federal funds to construct a neighborhood park on an approximately 5-acre site located at 553 South Fourth Avenue, in the unincorporated Avocado Heights area of Los Angeles County. A small structure on the site will be demolished.

Park features are expected to include play equipment, play areas, bathroom, open grassy areas, landscaping and irrigation, hardscape, including parking, driveways, drop-off areas and pedestrian pathways, lighting, park benches, shade structures, picnic areas, fencing, lighting, and utilities. Up to 12 on-site parking spaces will be included.

2. Area of Potential Effect

The Area of Potential Effect (APE) includes the project site itself (APN 8206-004-900, 8206-003-900, 901), the adjacent properties and the properties across from the project site.

3. Description of Location of Undertaking

The project site contains three contiguous lots. Two lots are vacant except for a horse corral. [Photo 1] The parcel at 553 S. 4th Avenue includes what was once a residence, but is now abandoned and is located at the rear of the lot. [Photo 5] At the front of the lot is a small accessory building that is boarded up. [Photo 2] A free-standing concrete block wall is also located on the parcel. It was originally planned as a building but is unfinished.

Adjacent to the project site on the north is a nursery and to the south is a single family residence built after 1960. Across 4th Avenue are scattered residences combined with horse corrals. The residences date from the 1950s or later. [Photos 3 & 4]

4. Historic Resources/National Register Determination

Historical Background

The project site is located in a section of of Los Angeles County known as Avocado Heights. The history of this area as a settlement apparently dates to the 1890s, when Giovanni Patriitti purchased approximately 210 acres of Rancho Paso de Bartolo in 1895 from Laura Broderick, et. al. In 1908 Patriitti rented out 18 acres of his property, including his home and orchards, and apparently moved elsewhere.

Section 106 Evaluation, Avocado Heights Park Project (2)

The family apparently continued to own land in the Avocado Heights area well into the 1960s and 1970s, however. The exact location of the Patrilli home and the boundaries of their holdings in Avocado Heights are not currently known.

The district became known as Avocado Heights by the mid-1920s, if not earlier. Oil exploration in the area was attempted during this period, but proved unsuccessful. Avocado culture began in this district during the early twentieth century with the importation of Mexican and Guatemalan avocados. Since the 1940s and earlier, the Puente Hills have been used for avocado, orange and lemon groves. Today the area is still characterized by large lots, many with horse corrals, a nursery and other rural uses. Development of subdivisions in the area began in the 1960s and 1970s. The area east of 3rd Street has remained primarily in large lots, but in the past twenty or so years, more residences have been constructed in the area.

Physical Description: 553 S. Fourth Avenue

The house on the project site dates from 1940. Located at the rear of the lot on a rise, is a small rectangular plan residence with a low hip or gable roof and covered with stucco siding. Windows have all been removed. At the front of the property is a small accessory building with a low gable roof and a combination of wood and stucco siding. An addition to the south has a low gable roof and stucco siding. Window and door openings have been boarded up across the front of the building. Its original use is unknown. It may have served originally as a garage and later as a worker's residence. Adjacent to this building is an unfinished concrete block building. Several mature trees are located on the property.

National Register Eligibility

The criteria for determining eligibility for listing on the National Register of Historic Places (NRHP) have been developed by the National Park Service. Properties may qualify for NRHP listing if they:

- A. are associated with events that have made a significant contribution to the broad patterns of our history; or
- B. are associated with the lives of persons significant in our past; or
- C. embody the distinctive characteristics of a type, period, or method of construction or that represent the work of a master, or that possess high artistic values, or that represent a significant and distinguishable entity whose components may lack individual distinction; or
- D. have yielded, or may be likely to yield, information important in prehistory or history.

The residential building does not appear to be associated with an event that has made a significant contribution to the history of the Avocado Heights community. (Criterion A)

The project site does not appear to be associated with the lives of any significant persons (Criterion B). The building does not embody the distinctive characteristics of a type or method of construction (Criterion C). It is an ordinary examples of its style and period. Also, it has lost their integrity of design with changes to openings. Criterion D applies to archaeology and is not relevant in this case.

Section 106 Evaluation, Avocado Heights Park Project (3)

The remaining residences within the APE do not appear to be fifty years of age and are therefore not eligible for listing on the National Register.

In conclusion, there are presently no known buildings within the APE that are listed or eligible for listing on the National Register of Historic Places.

5. Information from Local Organizations

No information was collected from local organizations.

6. Selected Sources

California Historical Landmarks, 1990

Los Angeles, *A Guide to the City and its Environs*. WPA Guide, 1941.

Los Angeles Times. Dec. 11, 1895; Nov. 22, 1908.

Federal Register Listings through January, 2005

Los Angeles Assessor's Office website for parcel information and dates of construction.

I. INTRODUCTION WITH PROJECT DESCRIPTION AND LOCATION

CDC Project Name/No.: Avocado Heights Park Project	Location: 553 South 4 th Avenue, La Puente, Los Angeles County	Thomas Bro. Grid: Pg. 637, J5	Assessor Parcel Nos. 8206-004-900, 8206- 003-901, 8206-003-900	CDC Contact: Donald Dean Environmental Officer (323) 890-7186
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This report was prepared at the request of Donald Dean of the Los Angeles County Community Development Commission (CDC). It presents the results of a Phase I archaeological investigation conducted by Conejo Archaeological Consultants (Conejo) for the 4th Avenue Park Project.

Federal funds will be used in the construction of a neighborhood park on an approximate 5-acre site located at 553 South 4th Avenue in the unincorporated Avocado Heights area of La Puente, Los Angeles County (Exhibits 1, 2 & 3). Three existing abandoned structures will be demolished.

This archaeological study was undertaken in compliance with the National Historic Preservation Act (NHPA), the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA). This study also meets the cultural resource guidelines, policies and procedures as established by the United States Department of Housing and Urban Development (HUD), and the Los Angeles County Planning Department.

II. STUDY FINDINGS

Based on the South Central Coastal Information Center's (SCCIC) record search results and field survey findings, no impacts to recorded archaeological resources will result from construction of the 4th Avenue Park Project. Therefore, no further archaeological investigations are warranted prior to project approval. In the event that prehistoric and/or historic cultural materials are encountered during construction, all earth disturbing work within the vicinity of the find must be temporarily halted until a qualified archaeologist can evaluate the nature and significance of the find, as detailed in Section VI of this report.

III. ENVIRONMENTAL SETTING

Physical Environment: The project's area of potential effect (APE) includes three parcels covering approximately five acres in the unincorporated area of Avocado Heights in La Puente (Exhibit 2). The APN 8206-004-044 has three vacant, rundown structures on it. The two remaining parcels (APNs 8206-003-022 & 8206-003-014) are undeveloped and being used as horse pasture. Some wood splitting is also done on the property. Vegetation within the project APE consists of grazed grasses and weeds, some remnant orchard trees, and various ornamental species. San Jose Creek is located approximately 300 meters (1,000 ft.) to the south of the project APE.

Cultural Environment:

Prehistory. The project site lies within the historic territory of the Native American group known as the Gabrielino, one of the wealthiest, most populous, and most powerful ethnic nationalities in aboriginal southern California (Bean and Smith 1978). The Gabrielino followed a sophisticated hunter-gatherer lifestyle, and were a deeply spiritual people (McCawley 1996). The Gabrielino territory included the Los Angeles Basin (which includes the watersheds of the Los Angeles, San Gabriel, and Santa Ana Rivers), the coast from Aliso Creek in the south to Topanga Creek in the north, and the four southern Channel Islands. For in depth information on the Gabrielino, the reader is referred to McCawley's (1996) *The First Angelinos, The Gabrielino Indians of Los Angeles*.

History.

The project site lies within the historic boundaries of Rancho La Puente, which was granted to William Workman and John Rowland of the Rowland-Workman party in 1841 (Jones & Stokes Associates, Inc. 1999). The 48,790-acre tract/rancho formerly belonged to the San Gabriel Mission and encompassed what is now Baldwin Park, Charter Oak, Covina, La Puente, West Covina, and much of the Puente and San Jose Hills. Rowland and Workman built adobe homes and established an agricultural community engaged in ranching and farming. The La Puente Valley saw an increase in settlers during the California Gold Rush of the 1840s and again in the 1870s following construction of the railroad lines. Following their deaths in the 1870s, Rowland and Workman's land was bought and subdivided by developers, who laid out new communities including La Puente and Hacienda Heights.

In the early 1900s the La Puente Valley was known for its agricultural production, but the area also showed economic growth in the oil, banking, and communication fields. Following World War II, the La Puente Valley underwent a building boom and much agricultural land gave way development (La Puente Community Library 2005).

Both the 1894 and 1904 USGS 15' Pomona Quadrangles show the Avocado Heights area as mostly undeveloped, but the Southern Pacific Railroad line is in place. The 1966 USGS 7.5' Baldwin Quadrangle shows 4th Avenue and at least one structure within the project APE.

The Los Angeles County Assessor's (2005) data files indicate that the residence at 553 South 4th Avenue (APN 8206-004-044) was constructed in 1940.

IV. SOURCES CONSULTED

Results: Ms. Maki conducted an in-house records search at the South Central Coastal Information Center on November 7, 2005. One prehistoric site, CA-LAN-967, and no historic archaeological sites are recorded within a 0.5-mile radius of the project APE. Site CA-LAN-967 is located approximately 0.25-mile to the south of the project APE and will not be impacted by project implementation. Site CA-LAN-967 consists of a wide but thinly spread surface scatter of prehistoric artifacts including a mano, metate fragments, quartz flakes and a large flaked tool (Quenette and Dickman 1978).

Five archaeological investigations are recorded within a 0.5-mile radius of the project APE. None of which included or were adjacent to the project APE.

The listings of the National Register of Historic Places (NRHP), California Historical Landmarks, and California Points of Historical Interest include no properties within or adjacent to the project APE (National Park Service 2005; Office of Historic Preservation 2005a & 1992). The California State Historic Resources Inventory lists no significant historical properties within or immediately adjacent to the project APE (Office of Historic Preservation 2005b).

Historian Judy Triem is in the process of conducting a Section 106 review of the project APE's built environment.

V. FIELD METHODS

The approximate five acre project APE was surveyed by archaeologist Mary Maki, M.A. on November 7, 2005 (Exhibits 2 & 3). Ms. Maki is certified by the Register of Professional Archaeologists (RPA) and has over 16 years archaeological experience in southern California.

Linear transects spaced three meters (10 feet) apart were used to survey the APE. Ground surface visibility was good to fair across most of the project APE, because the vegetation was grazed down by horses. Three structures including two small single-family residences, in major states of disrepair are currently located within the northeastern third of the project APE. The structures are vacant and are currently being evaluated by historian Judy Triem for this project.

No evidence of prehistoric or historic archaeological resources was observed. An abundance of modern trash including broken glass, food wrappers, newspapers, and aluminum cans was noted.

VI. REMARKS

Based on the South Central Coastal Information Center's (SCCIC) record search results and field survey findings, no impacts to archaeological resources are anticipated from project development. Therefore, no further archaeological investigations are warranted prior to project implementation as long as the following recommendations are conditions of project approval.

1. In the event that archaeological resources are unearthed during project construction, all earth disturbing work within 50 meters of the find must be temporarily suspended until an archaeologist has evaluated the nature and significance of the find. After the find has been appropriately mitigated, work in the area may resume. A Gabriolino representative should monitor any mitigation excavation associated with Native American materials.
2. If human remains are unearthed, State Health and Safety Code Section 7050.5 requires that no further disturbance shall occur until the Los Angeles County Coroner has made the necessary findings as to origin and disposition pursuant to Public Resources Code Section 5097.98. If the remains are determined to be of Native American descent, the coroner has 24 hours to notify the Native American Heritage Commission.

VII. CERTIFICATION

Prepared By: Mary K. Maki	Title: Principal Investigator	Qualification: RPA Certified 16 Years So. CA arch experience
Signature: 		Date: November 17, 2005

VIII. MAPS

Project Vicinity USGS 7.5' Baldwin Park Quad Archaeological APE

IX. PHOTOGRAPHS

Yes No Attached Yes No (See Title Page)

X. CITATIONS

Bean, Lowell John and Charles R. Smith

1978 Gabrielino. In *Handbook of North American Indians: California*, Volume 8. Edited by R.F. Heizer, pp. 505-508. W.G. Sturtevant, general editor. Smithsonian Institution, Washington D.C.

La Puente Community Library

2005 La Puente Valley Community History. <http://colapublib.org/history/lapuente/>

Los Angeles County Assessor

2005 <http://assessormap.co.la.ca.us/mapping/gifimage.asp?val=8206004.00>.

McCawley, William

1996 *The First Angelinos, The Gabrielino Indians of Los Angeles*. Malki Museum Press, Morongo Indian Reservation, Banning, California.

National Park Service

2005 National Register of Historic Places. Department of the Interior.
<http://www.nationalregisterofhistoricplaces.com/CA/Los+Angeles/state.html>.

Office of Historic Preservation

2005a California Historical Landmarks. Department of Parks and Recreation, Sacramento, California. http://www.ohp.parks.ca.gov/?page_id=214274.

2005b Directory of Properties in the Property Data File for Los Angeles County. Department of Parks and Recreation, Sacramento, California. August 9, 2005.

1992 *California Points of Historical Interest*. Department of Parks and Recreation, Sacramento, California.

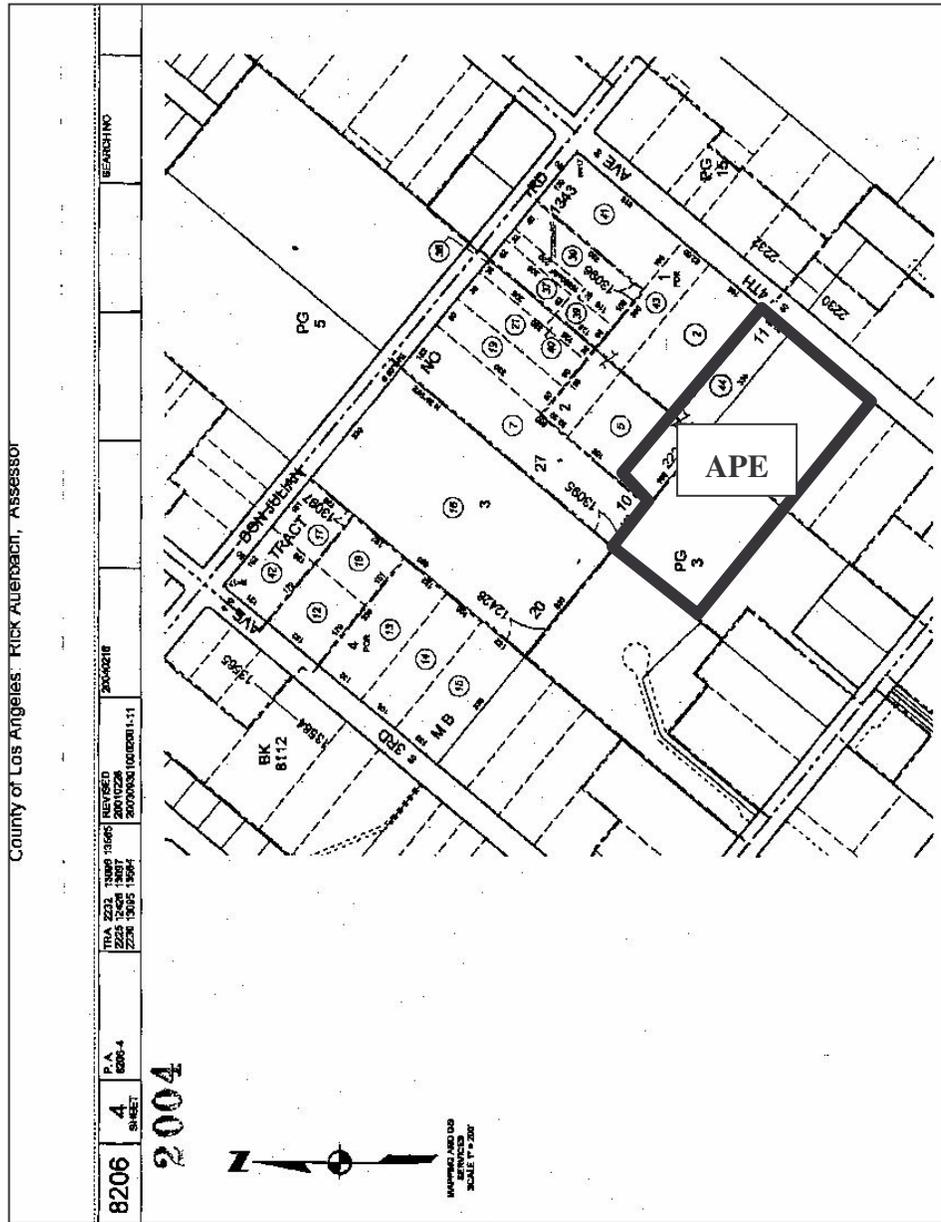
Quenette, Terry and Jeff Dickman

1978 CA-LAN-967 Site Record. On file at the South Central Coastal Information Center, CSU Fullerton.



PROJECT VICINITY MAP
4th AVENUE PARK PROJECT
553 South 4th Avenue
Unincorporated Avocado Heights, La Puente, Los Angeles County

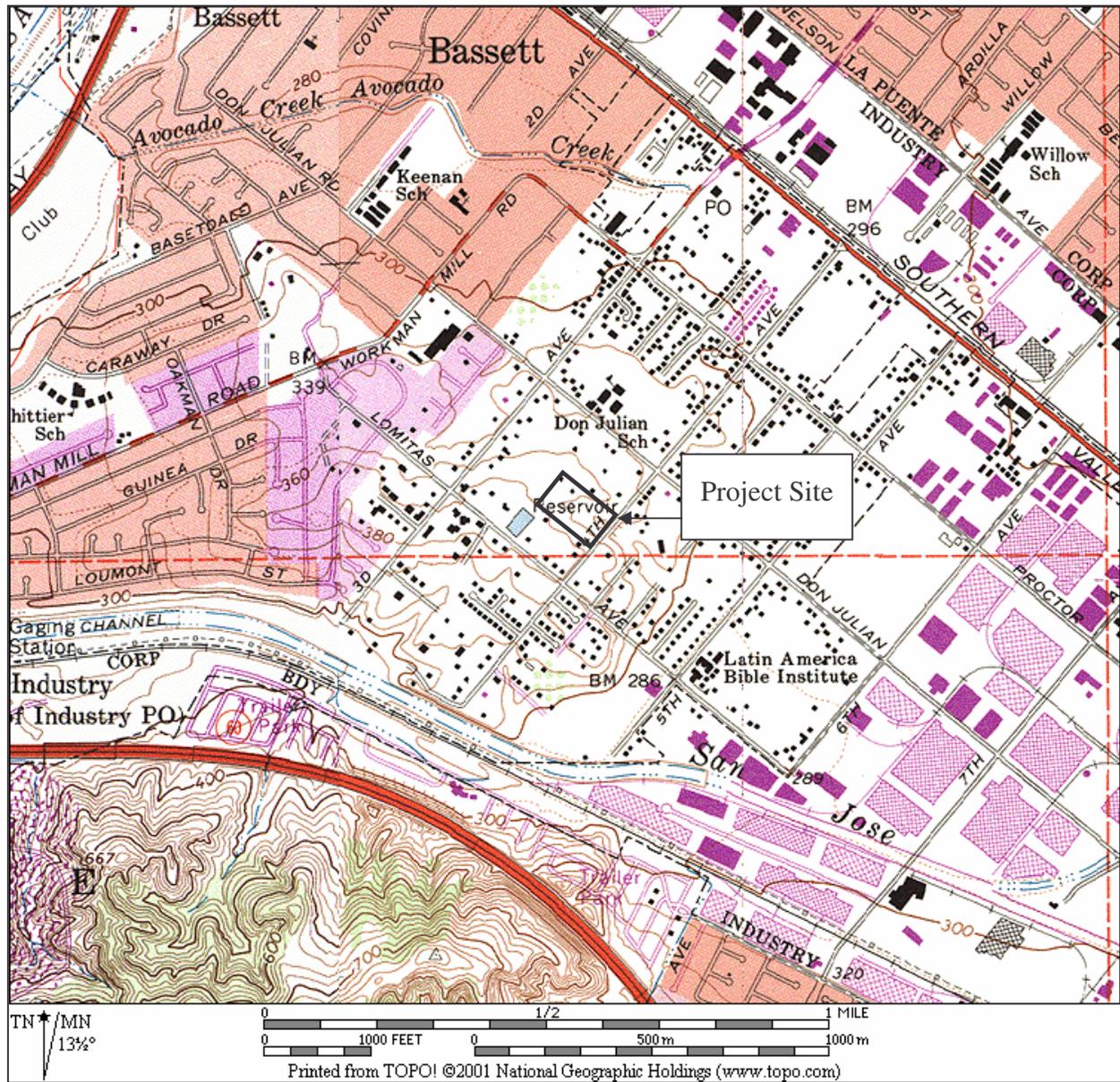
Exhibit 1



Source: Los Angeles County Assessor -
<http://assessormap.lacountyassessor.com/mapping/viewer.asp>

AREA OF POTENTIAL EFFECT
4th AVENUE PARK PROJECT
553 South 4th Avenue
Unincorporated Avocado Heights, La Puente, Los Angeles County

Exhibit 2



USGS 7.5' Baldwin Park Quadrangle and El Monte Quadrangles, 1966, photorevised 1981

CULTURAL RESOURCES SURVEY AREA

4th AVENUE PARK PROJECT

553 South 4th Avenue

Unincorporated Avocado Heights, La Puente, Los Angeles County

Exhibit 3